

**JOINT OWNERSHIP AGREEMENT**

**BETWEEN**

**UNITIL ENERGY SYSTEMS, INC.**

**CAPITAL DOC**

**AND**

**VERIZON NEW ENGLAND, INC.**

## AMENDMENT TO JOINT OWNERSHIP AGREEMENTS

This AMENDMENT made this 3<sup>RD</sup> day of MARCH, 2003 by and between Concord Electric Company, Exeter and Hampton Electric Company, Fitchburg Gas and Electric Light Company and Verizon New England Inc

### WITNESSETH:

WHEREAS, Unitil Distribution Companies - Concord Electric Company and Exeter and Hampton Electric Company, and Fitchburg Gas and Electric Light Company and New England Telephone and Telegraph Company entered into an agreement covering joint ownership of poles, dated November 1, 1996; and

WHEREAS, the name New England Telephone and Telegraph Company has been changed to Verizon New England Inc.; and

WHEREAS, Exeter & Hampton Electric Company is merging into Concord Electric Company whose name has been changed to Unitil Energy Systems, Inc.; and

WHEREAS the name of two of the Unitil Distribution Companies – Concord Electric Company and Exeter and Hampton Electric Company has been changed to Unitil Energy Systems, Inc. while Fitchburg Gas and Electric Light Company will retain it's name ; and

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, effective as of the date of this amendment, the parties hereby covenant and agree as follows:

1. The joint ownership agreement between Unitil Distribution Companies - Concord Electric Company and Exeter and Hampton Electric Company, and Fitchburg Gas and Electric Light Company and New England Telephone and Telegraph Company, dated November 1, 1996 is amended as follows;
  - a. The words "New England Telephone and Telegraph Company" are replaced by "Verizon New England Inc." at each place they appear in the document.
  - b. The words "Concord Electric Company" are replaced by "Unitil Energy Systems, Inc." at each place they appear in the document.
  - c. The words "Exeter and Hampton Electric Company" are replaced by "Unitil Energy Systems, Inc." at each place they appear in the document.

IN WITNESS WHEREOF, the parties have hereinto caused these presents to be executed by their respective officers thereunto duly authorized, as of the day and year first above written.

VERIZON NEW ENGLAND INC.

By:

George H. Belcher

Title:

Specialist Joint Use

Date:

March 14, 2003

UNITIL ENERGY SYSTEMS, INC.

FITCHBURG GAS & ELECTRIC LIGHT COMPANY

By:

Robert A. Conner

Title: DIRECTOR, OPERATIONS SERVICES

Date:

14 FEB 03

**JOINT OWNERSHIP AGREEMENT**

BETWEEN

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

AND

CONCORD ELECTRIC COMPANY

EXETER & HAMPTON ELECTRIC COMPANY

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

## Table of Contents

Article		
1	Scope of Agreement .....	1
2	Permission for Joint Ownership .....	1
3	Rights and Obligations; IOP's .....	1
4	Sole Agreement .....	2
5	Construction Standards .....	2
6	Municipal Space .....	2
7	Attachments .....	3
8	Electrical Interference .....	3
9	Work Responsibility .....	3
10	Payment of Taxes .....	3
11	Bills and Payment for Work .....	3
12	Existing Rights of Other Parties .....	3
13	Assignment of Rights .....	4
14	Liability for Damages .....	4
15	Liability and Damages Jointly Owned by not Jointly Used .....	6
16	Contractors Engaged by Either Party .....	6
17	Default .....	6
18	Term of Agreement .....	6
19	Waiver of Portions of Agreement .....	7
20	Ownership of Poles, Guys and Anchors .....	7
21	Cancellation of Existing Agreement .....	8
22	Establishing Joint Use .....	8
23	Inconsistency Between Agreement and IOP .....	8
24	Periodical Review of IOP .....	8
25	Notices; Designated Representatives .....	8

## AGREEMENT

This AGREEMENT, made this 1<sup>st</sup> day of November, 1996, between New England Telephone and Telegraph Company, d/b/a NYNEX, a corporation organized and existing under the laws of the State of New York, having its principal office in the City of Boston, in the Commonwealth of Massachusetts, and the following Unitil Distribution Companies,

CONCORD ELECTRIC COMPANY, a New Hampshire corporation with a principal place of business in Concord, in the State of new Hampshire;

EXETER & HAMPTON ELECTRIC COMPANY, a New Hampshire corporation with a principal place of business in Kensington, in the State of New Hampshire;

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY, a Massachusetts corporation with a principal place of business in Fitchburg, in the Commonwealth of Massachusetts, hereinafter sometimes called "the parties".

### WITNESSETH THAT:

WHEREAS, the parties desire to provide for the joint ownership of poles and anchors when and where such joint ownership will be of mutual advantage;

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties do, for themselves, and their successors and assigns, mutually covenant and agree as follows:

Scope of  
Agreement

Article 1. This Agreement shall be in effect in the areas in the State of New Hampshire and the Commonwealth of Massachusetts, in which both parties have the right to operate on the effective date hereof and thereafter.

Permission for  
Joint Ownership

Article 2. Each party permits the joint ownership of any of its poles and anchors now standing or hereafter erected within said areas to the extent that the poles and anchors have been or are brought under this Agreement, under the terms and conditions of this agreement and of Intercompany Operating Procedures adopted pursuant to this Agreement, except that each party reserves the right to exclude from joint ownership poles and anchors which are, in its judgment, necessary for its sole use or its use together with attachments of municipalities or other third parties referred to in Article 4.

Rights and  
Obligations;  
IOP's

Article 3. To carry out the purpose of this Agreement to facilitate the joint ownership of poles, the Agreement sets forth the rights and obligations of the parties with respect to such ownership, including without limitation their rights and obligations with respect to the following matters:

- A. Allocation of ownership and allocation of space
- B. Division of costs and expenses
- C. Acquisition of Joint Ownership
- D. Construction standards
- E. Performance of work
- F. Payment and billing
- G. Custody and maintenance areas
- H. Changes in character of circuits
- I. Termination of joint ownership
- J. Administration of Agreement

Certain of the basic contractual provisions of this Agreement are not set forth in the body of the Agreement, but are set forth with operational or administrative procedures in Intercompany Operating Procedures (IOP's). IOP's in effect at any time shall be attached hereto and shall be part of the Agreement. The IOP's in effect or taking effect upon the effective date of this Agreement are listed in the Index attached hereto.

The provisions of IOP's in effect at any time shall be subject to review upon the written request of either party given to the other. Amendments to IOP's, including elimination of any effective IOP's or addition of new IOP's, shall be made effective by written instrument signed on behalf of each party by a duly authorized officer of such party or by some other representative designated herein or by such officer by written notice to the other party.

Sole  
Agreement

Article 4. This Agreement and the Intercompany Operating Procedures constitute the entire agreement between the parties respecting joint ownership and joint use of poles and anchors; provided, however, the parties have jointly contracted and may in the future jointly contract with community antenna TV companies and other companies for joint use or space rental of poles covered by this Agreement and nothing herein contained is intended to prevent such third-party contracts.

Construction  
Standards

Article 5. Construction and maintenance of all poles and anchors and of all attachments of both parties under this Agreement shall conform to the applicable provisions of the latest edition of the National Electrical Safety Code and to all applicable governmental requirements.

Municipal  
Space

Article 6. Upon each of the poles covered by this Agreement, a reasonable amount of space shall, if so desired by municipal authorities or deemed desirable by the parties hereto, be reserved for the municipal fire alarm and police signal wires or cables, owned by the municipality and used exclusively for municipal purposes.

Attachments	<u>Article 7.</u> When temporary construction on jointly owned poles does not conform to the requirements of Article 5. and is unsafe or restrictive to one of the parties, the parties will cooperate in correcting the unsafe or restrictive conditions. Irrespective of which party may be financially responsible for the costs of any transfer or rearrangement of any attachments, each party, through its own personnel or through its agents or contractors, shall place, maintain, rearrange and transfer its own attachments.
Electrical Interference	<u>Article 8.</u> Each party shall so construct, operate and maintain its facilities so that electrical interference with the facilities of the other is avoided or minimal and shall, at its own expense, correct any such electrical interference caused by its facilities which is more than minimal, when it occurs.
Work Responsibility	<u>Article 9.</u> The work of installation, replacement, relocation or removal of new or existing jointly owned poles and anchors shall be divided equitably between the parties. The division of this work shall be by the establishment of maintenance areas in which one party or the other is assigned the responsibility for such work.
Payment of Taxes	<u>Article 10.</u> Each of the parties hereto shall be liable for taxes, fees and governmental charges levied or assessed upon the jointly owned property covered by this agreement, in accordance with its ownership therein, and shall make such reports to governmental authorities as may be required for the proper listing of its said ownership and for the determination of the taxes, fees and charges thereon; but any tax, fee or charge imposed on such jointly occupied property solely because of ownership or the use thereof by one of the parties shall be paid by that party.
Bills and Payment for Work	<u>Article 11.</u> Within 60 days after the completion by one party of work for which the other party is to be partially or wholly responsible financially, the party that did the work shall render to the other party an itemized statement of charges showing the cost of the work, and if found to be correct, the charges shall be promptly paid.
Existing Rights of Other Parties	<u>Article 12.</u> If either of the parties hereto has, prior to the execution of the Agreement, conferred upon others, not parties to the Agreement, by contract or otherwise, rights in or privileges to use any poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges, and either party hereto shall have the right, by contract or otherwise, to continue and extend such existing rights, or privileges; it being expressly understood, however, that for the purpose of this Agreement, the attachments of any such outside party shall be treated



as attachments belonging to the grantor, and the rights, obligations and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof. Attachments made by third parties under community antenna TV contracts or under other contracts executed by both parties to this Agreement, and fire and police signal attachments of municipalities or other public authorities, shall not be considered to be covered by this Article.

Assignment  
of Rights

Article 13. Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the jointly owned poles or the attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges and franchises, or to lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and in case of the foreclosure of such mortgage, or in case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided, further, that subject to all of the terms and conditions of the Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it, or associated or affiliated with it in interest, or connecting with it, the use of all or any part of the space reserved hereunder for such party on any pole covered by this Agreement for the attachments used by such party, in the conduct of its said business; and for the purpose of this Agreement, all such attachments maintained on any such pole by the permission as aforesaid of either party hereto shall be considered as the attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, in respect to such attachments, shall be the same as if it were the actual owner thereof.

Liability for  
Damages

Article 14. Whenever any liability is incurred by either of the parties or both for damages resulting from injury to the employees or for damage to the property of either party, or for injuries to other persons or property, arising out of the joint use of poles, anchors or guys whether or not jointly owned, or due to the proximity of the wires and fixtures of the parties attached to jointly used poles, anchors, or guys, the liability for such damage, as between the parties hereto, shall be as follows:

A. Each party shall be liable for injuries to persons other than its own employees or for damage to property other than its own caused in whole or in part by its negligence, or by its failure to comply at any time with the specifications referred to in Article 5 of this Agreement, or by its failure to perform its obligations hereunder, when so caused without any negligence or any such failure by the other party. The party that is liable agrees to indemnify, hold harmless and defend the other party on account thereof.

B. Each party shall be liable for all damages for injuries to its employees or damage to its property caused solely by its negligence or by its failure to comply with the specifications referred to in Article 5 of this Agreement or by its failure to perform its obligations hereunder or caused by the concurrent negligence or failure of both parties and agrees to indemnify, save harmless and defend to other party on account thereof. When either party hereto, or its insurer, shall make any payments to an employee or to his relatives or representatives on account of an injury caused in a manner described in this Article, in conformity with (1) the provisions of any workmen's compensation act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of or in the course of the employment whether based on negligence on the part of the employer or not or (2) any plan for employee's disability benefits or death benefits now established or hereafter adopted by the parties hereto or either of them, such payments shall be construed to be damages within the terms of this paragraph.

C. In the case of damages resulting from injuries to persons other than employees of either party, or from damage to property not belonging to either party that are caused in part by each party, whether through such party's negligence or through its failure to comply with the specifications referred to in Article 5 of this Agreement or by its failure to perform its obligations hereunder or are due to causes which cannot be traced solely to the sole negligence of one party or failure of one party to comply with said specifications or perform its obligations hereunder, each party shall be liable for said damages in proportion to the amount of negligence attributable to it and each party shall indemnify, hold harmless and defend the other party for its proportionate share of said damages.

D. Where the claimant desires to settle any such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable may, at it's election, pay to the other party one-half (1/2) of the expense which such settlement would involve and thereupon said other party shall be bound to indemnify, save harmless and defend the party making such payment from all further liability and expense on account of such claim or in any way connected therewith.

E. Where a jointly owned pole is to be replaced or abandoned and one of the parties has removed all its construction from the old pole, it shall notify the other party thereof in writing. If the other party fails to remove its attachments from the old pole or fails to remove the old pole within sixty (60) days from the receipt of such notice, it shall become solely responsible for said pole, and shall be solely liable for injury to persons not in the employ of either of the parties hereto, or of their contractors, and for damage to property not belonging to either of the parties hereto, if such injury or damage occurs after the end of the 60 days.

Liability and  
Damages Jointly  
Owned but not  
Jointly Used

Article 15. Whenever any liability is incurred by either party or both for damages for injuries to the employees or damage to the property of either party or for injury or damage to other persons or their property arising out of the use of poles or anchors jointly owned but not jointly used, the liability for such damages, as between the parties hereto, shall be as follows:

The Party using the poles or anchors agrees to indemnify, save harmless and defend the party not using the poles or anchors from any liability in connection therewith, except liability arising out of the negligent erection or maintenance thereof by the party claiming indemnity and liability arising out of the location thereof.

Contractors  
Engaged by  
Either Party

Article 16. All contractors and their employees engaged by either party to do any work in connection with jointly owned poles or attachments thereon shall, as between the parties hereto only and not for the benefit of any third party, be considered the agent of the party employing them.

Default

Article 17. Whenever either party is in default with respect to any work that is its responsibility under this Agreement and has not cured the default within 60 days after receipt of written notice thereof from the other party, the other party may have such work performed and shall be reimbursed promptly for all its costs by the defaulting party.

Term of  
Agreement

Article 18. This Agreement shall take effect upon the day and year first above written and shall be in effect for an initial period of two years from the effective date and shall continue thereafter until terminated by either party by giving not less than one year's notice in writing to the other party, provided however, that the provisions of the Agreement relating to poles jointly owned shall nevertheless continue in full force and effect as to such poles until joint ownership thereof is terminated.

Waiver of  
Portions of  
Agreement

Article 19. The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this agreement, or its waiver of the same in any instance or instances, shall not be construed to be a general waiver or relinquishment of any of such terms or conditions, but the same shall be and remain at all times in full force and effect.

Ownership of  
Poles, Guys and  
Anchors

Article 20. Title to poles shall be determined as follows, and in each case one-half undivided interest as tenant in common shall pass from the party erecting the pole to the other party:

- A. With respect to any existing pole that the parties have installed prior to the effective date hereof and determined is to be jointly owned, but for which the addendum has not been completely processed, title shall pass, or be considered to have passed, upon payment of the bill relating to the pole.
- B. With respect to poles that are installed after the effective date of this Agreement and that the parties shall have determined are to be jointly owned, title shall pass upon the completion of the work of setting the pole in place.
- C. With respect to solely-owned poles that are now in existence or that are installed in the future and are subsequently determined should be jointly owned, title shall pass upon payment of the bill.
- D. With respect to poles that were previously jointly owned by one of the parties hereto and a third party whose interest has been acquired by the other party hereto, and that are not covered by any addendum between the parties hereto, it is hereby agreed that each party has held and now holds a one-half undivided interest therein as tenant in common.
- E. With respect to jointly owned poles that one party desires to abandon pursuant to this Agreement, title shall pass from the party terminating its interest to the remaining party upon the completion of the removal of all the attachments of the party that is terminating its ownership.
- F. When a pole is removed from service and both parties have determined to abandon it, the last party to remove its attachments shall sell or otherwise dispose of the pole and for that purpose each party hereby grants to the other the right to convey its interest to any third party or parties.
- G. Reference to "poles" in this Article 20 shall be considered to include both poles and anchors.

Cancellation  
of Existing  
Agreement

Article 21. Concord Electric Company, this Agreement dated August 1, 1979, Exeter and Hampton Electric Company, this Agreement dated January 1, 1978 and Fitchburg Gas and Electric Light Company, this Agreement dated January 31, 1917, between the parties including supplements and amendments thereto, relating to jointly owned and jointly used poles and anchors heretofore entered into between the parties to the Agreement within the territory covered by this Agreement is hereby terminated as of the effective date of this Agreement except as to liabilities already accrued and all of the poles covered under that agreement are hereby brought under this Agreement and hereafter shall be subject to the terms and conditions hereof.

Establishing  
Joint Use

Article 22. If, in specific situations, joint ownership in accordance with the provisions of this Agreement is unattractive to one of the parties, even though joint ownership may be desirable or economical from the overall standpoint, nothing herein shall preclude the establishment of joint use on such terms or such basis (including a rental basis in lieu of joint ownership) as may be agreed upon in writing by designated representatives of the parties hereto.

Inconsistency  
Between  
Agreement  
and IOP

Article 23. In the event of an inconsistency or disagreement between the terms of this Agreement and the provisions of any Intercompany Operating Procedures the terms of this Agreement shall govern, unless as otherwise agreed to by each party in writing.

Periodical  
Review of  
IOP

Article 24. The provisions of any Intercompany Operating Procedure shall be subject to review at the request of either company made in writing to the other company. In case of revision following such review, the new arrangements mutually agreed upon shall remain in effect until again revised.

Notices;  
Designated  
Representatives

Article 25. Notices under this Agreement shall be sent by mail, postage prepaid, to the parties at the following addresses or to such other address as either party may, from time to time, designate in writing:

New England Telephone and Telegraph Company  
900 Elm Street  
Manchester, New Hampshire 03101  
Attention: Staff Manager - Joint Lines

New England Telephone and Telegraph Company  
125 High Street Rm. 1406  
Boston, Massachusetts 02110  
Attention: Staff Manager - Joint Lines

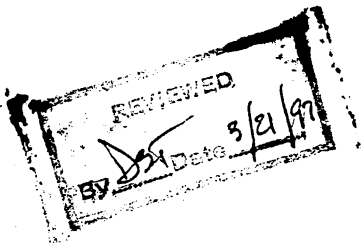
Unitil Service Corp.  
6 Liberty Lane West  
Hampton, NH 03842-1720  
Attention: Stewart E. Aither

Concord Electric Company  
One McGuire Street  
Concord, New Hampshire 03301-4665  
Attention: Eric Werner

Exeter & Hampton Electric Company  
114 Drinkwater Road  
Kensington, New Hampshire 03833-5602  
Attention: Raymond A. Letourneau Jr.

Fitchburg Gas and Electric Light Company  
285 John Fitch Highway  
Fitchburg, Massachusetts 01420-5993  
Attention: Dale C. Nudd

IN WITNESS WHEREOF, each party has caused this Agreement to be signed in its name and its corporate seal to be affixed by an officer thereunto duly authorized as of the day and year first above written.



New England Telephone and Telegraph Company d/b/a NYNEX

By [Signature] 5/5/97  
Massachusetts and Rhode Island

By [Signature] 4/14/97  
Northern States

Unitil Service Corp.

By [Signature]  
Vice-President Distribution Systems

Concord Electric Company

By [Signature]  
Vice-President and General Manager

Exeter & Hampton Electric Company

By [Signature]  
Vice-President and General Manager

Fitchburg Gas and Electric Light Company

By [Signature]  
Vice-President and General Manager

**INTERCOMPANY OPERATING PROCEDURES**

BETWEEN

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

AND

CONCORD ELECTRIC COMPANY

EXETER & HAMPTON ELECTRIC COMPANY

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY



# INDEX

## UNITIL DISTRIBUTION COMPANIES and NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

### Memorandum of Procedure at Schedule Effective Date

#### IOP #

- 1 Acquiring Joint Ownership of Existing Poles and Anchors
- 2 Construction and Joint Ownership of New Poles and Anchors
- 3 Pole Replacement
- 4 Custody and Maintenance of Jointly Owned Poles and Anchors
- 5 Assigned Space
- 6 Guy and Anchors
- 7 Work on Joint Poles
- 8 Termination of the Joint Ownership and Use of a Pole or Anchor
- 9 Removal of Jointly Owned Poles
- 10 Use of Extra Length Pole Top Pin
- 11 Pole (Vertical) Grounds and Bonding
- 12 Padmount Transformer and Pedestal Bonding
- 13 Request to Transfer Construction
- 14 Street Side Communication Attachments
- 15 Unauthorized Attachments
- 16 Inspection and Treatment of Standing Poles
- 17 Joint Trimming
- 18 Rights-of-Way, Easements and Licenses
- 19 Exchange of Notice Procedure
- 20 Buried Cable Signs
- 21 Flat Rate Billing
- 22 Pole Accident and other Third Party Pole Billing
- 23 Pushbraces
- 24 Monthly Net Billing Procedures

# INDEX

## Unitil Distribution Companies and

## NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

### Memorandum of Procedure

#### IOP #

- 1 Acquiring Joint Ownership of Existing Poles and Anchors
- 2 Construction and Joint Ownership of New Poles and Anchors
- 3 Pole Replacement
- 4 Custody and Maintenance of Jointly Owned Poles and Anchors
- 5 Assigned Space
- 6 Guy and Anchors
- 7 Work on Joint Poles
- 8 Termination of the Joint Ownership and Use of a Pole or Anchor
- 9 Removal of Jointly Owned Poles
- 10 Use of Extra Length Pole Top Pin
- 11 Pole (Vertical) Grounds and Bonding
- 12 Padmount Transformer and Pedestal Bonding
- 13 Request to Transfer Construction
- 14 Street Side Communication Attachments
- 15 Unauthorized Attachments
- 16 Inspection and Treatment of Standing Poles
- 17 Joint Trimming
- 18 Rights-of-Way, Easements and Licenses
- 19 Exchange of Notice Procedure
- 20 Buried Cable Signs
- 21 Flat Rate Billing
- 22 Pole Accident and other Third Party Pole Billing
- 23 Pushbraces
- 24 Monthly Net Billing Procedures

MEMORANDUM OF PROCEDURE

Unitil Distribution Companies

and


NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

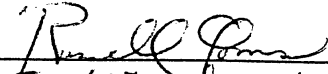
Purchase and Sale of existing plant authorized by Exchange of Notice (Form 605A) dated prior to November 1, 1996, and all work that was authorized by such forms and physically completed prior to that date shall be billed at the old Flat Rate Schedule.

Work physically completed on and after November 1, 1996, shall be billed at the new Flat Rate Schedule regardless of the date of the Exchange of Notice authorizing the work.

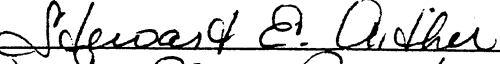
All billable items authorized on Exchange of Notice forms dated on and after November 1, 1996, will be billed at the new Flat Rate Schedule.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

By   
(Title) Gen Mgr Eng+Const - NYNEX North  
Date of Execution: 11/6/96

By   
(Title) Staff Director E/C - MA/RI  
Date of Execution: 12/5/96

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By   
(Title) Sr. Vice President  
Date of Execution: 9/16/96

## INTERCOMPANY OPERATING PROCEDURE #1

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

ACQUIRING JOINT OWNERSHIP IN EXISTING POLES AND ANCHORSEFFECTIVE DATE November 1, 1996

Whenever either Company desires to acquire joint ownership in an existing pole or anchor owned by the other Company, it shall make written application specifying the location of the pole or anchor in question. Within thirty (30) days after the receipt of such application, the owner shall notify the Applicant in writing whether or not said pole or anchor is among those excluded from joint occupancy under the provisions of Article 2 of the agreement. Upon receipt of notice from the owner that said pole or anchor is not among those excluded, joint ownership shall be established as follows:

Where joint ownership of poles is to be established along a route where there is an existing pole line of only one of the parties, the following conditions shall be observed:

## 1. POLES AND ANCHORS NOT SUITABLE FOR JOINT OCCUPANCY

## A. POLES THAT HAVE BEEN IN PLACE FOR THREE (3) YEARS OR LESS:

- (1) If within three (3) years the second company desires, and it is mutually agreed, that a solely occupied pole and/or pole line be reconstructed so that it is suitable for joint occupancy, on receipt of proof, (Exchange of Notice, 605A, will be the document of proof), of its refusal to participate in joint ownership at the time of construction the second company shall be obligated to pay the first company:
  - a. The full flat rate cost of the poles and anchors to be replaced.
  - b. The full cost of the first company's transfer and rearrangement work.
  - c. The full cost of any additional trimming necessary to provide the same amount of line clearances that existed just prior to the premature pole replacement.
  - d. Its proportionate share of the cost of the initial trimming, reduced by one-third for each full year elapsed since the trimming was done. Billing for this trimming shall be accompanied by a copy of the initial contractor's bill.
  - e. Its share of the flat rate cost of the new poles placed as outlined in the then current Intercompany Operating Procedure Flat Rate Billing.

- (2) If there is no proof of refusal by either company to participate in joint ownership at the time of construction, the second company shall be obligated to pay the first company only:
- Its proportionate share of the cost of the initial trimming, reduced by one-third for each full year elapsed since trimming was done.
  - Its share of the flat rate cost of new poles placed as outlined in the then current Intercompany Operating Procedure on Flat Rate Billing.

## B. POLES THAT HAVE BEEN IN PLACE MORE THAN THREE YEARS

Poles that have been in place for more than three (3) years: that owner shall replace such poles with poles which are suitable for joint occupancy.

- The original owner of the replaced poles shall be entitled to receive from the party desiring joint ownership, an amount equal to the Flat Rate Billing for pole(s) 20 years old or less of the replaced poles.
- In addition, each party shall pay its share of the Flat Rate cost of the new poles as specified in the Intercompany Operating Procedure on Flat Rate Billing. The owner will be responsible for the removal of the pole.

## 2. POLES AND ANCHORS SUITABLE FOR JOINT OCCUPANCY:

- A. If the pole is suitable for joint use, the company desiring the Joint Ownership shall acquire it by paying the owner in accordance with the schedule below. If within three (3) years of the construction of the pole(s), the owner may recover trimming expense incurred at the time of pole placement according to the following schedule:

	<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>	<u>Thereafter</u>
Pole & Anchor	full flat rate	full flat rate	full flat rate	full flat rate
Trimming Costs	full expense	2/3 expense	1/3 expense	no recovery

Note: Billing for this trimming shall be accompanied by a copy of the initial contractor's bill.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By *Norman N. Toul*  
(Title) Gen Mgr Eng+Const - NYNEX North  
Date of Execution: 11/6/96

By *Stewart E. Arthur*  
(Title) Sr. Vice President  
Date of Execution: 9/16/96

By *Russell J. Jones*  
(Title) STAFF DIRECTOR E&C - MA/RI  
Date of Execution: 12/5/96

## INTERCOMPANY OPERATING PROCEDURE #2

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

CONSTRUCTION AND JOINT OWNERSHIP OF NEW POLES AND ANCHORSEFFECTIVE DATE November 1, 1996

The purpose of this Intercompany Operating Procedure is to attain better advance planning of new pole line construction, to divide new pole work more equally between companies and to restrict the purchase of poles on an individual basis. Because of the mutual advantages to be gained by the companies through joint planning and construction of new lines, it shall be the general policy of the companies to construct new pole lines as jointly owned lines in cases where it appears reasonable that both companies will use the line within three (3) years from the date of construction. This policy shall not, however, be deemed to require the construction of joint pole lines where the company first having a requirement for new poles desires to construct the line and exclude the other from joint ownership, or where the party not having received a service request does not wish to participate in the ownership of a joint line. In order to carry out this policy, the companies agree to the following provisions:

## 1. EXCHANGE OF NOTICE

- A. When it has been determined that new poles are required by either company it shall so communicate its need to the other company as soon as practicable.
- B. The decisions arrived at as a result of joint coordination shall be documented in a timely manner by an Exchange of Notice form as outlined in IOP Exchange of Notice Procedure.
- C. Normally, within thirty (30) working days from the date of receipt of the written notification the second company shall notify the initiating company whether or not it desires to have the new line constructed as a joint line.
- D. It is the intent of this practice that each company shall place and remove all joint poles within its designated maintenance area, with the following exceptions:
  - (1) When the company not having a service request (Maintaining Company) is unable to complete the pole work in time to meet a reasonable service date established by the party holding the service request the co-owners must mutually discuss and agree which will do the work.
  - (2) Nothing in this IOP will prevent either co-owner from providing on time customer needs.

- (3) The Unitil Companies will entertain requests to set poles greater than 45 feet in height.
- (4) If the placing, replacing, or removal of poles under a transmission line shall be done by or assisted by electric company personnel, the co-owners must mutually discuss and agree on how best to accomplish the work.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

By *Norman N. Farlin*  
(Title) Gen Mgr Eng+Const - NYNEX North  
Date of Execution: 11/6/96

By *Russell G. Jones*  
(Title) SAF DIRECTOR EIC-MA/RE  
Date of Execution: 12/5/96

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By *Stewart E. Corbett*  
(Title) Sr. Vice President  
Date of Execution: 9/16/96

## INTERCOMPANY OPERATING PROCEDURE #3

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

POLE REPLACEMENTEFFECTIVE DATE November 1, 1996

The purpose of the Intercompany Operating Procedure is to reaffirm one of the principles of joint occupancy of poles, i.e. that each Company shall cooperate with the other Company so that each, in carrying out its duties, shall give proper consideration to the mutual problems which may arise and so that the Companies can jointly determine the best solution in situations where the facilities of both are involved.

When difficulties are encountered in the replacement of existing joint poles due to the type of construction employed by either or both Companies, the two Companies shall cooperate in the execution of the work involved in a timely manner which normally will be within five (5) working days following notification. There will be no intercompany billing for the increased costs that may be experienced by either Company when it is necessary for each company to have a crew present to facilitate the placement or removal of joint poles.

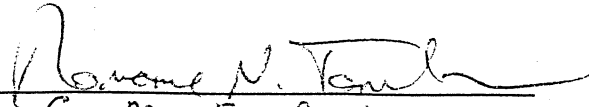
When it is necessary to set a replacement pole in a different location than that occupied by the existing pole, due consideration must be given to the transfers and rearrangements required by both Companies. Such new locations shall be field coordinated and covered by an Exchange of Notice form 605A, with sufficient detail showing the proposed location of the new pole, prior to replacement. In cases of emergency, verbal notice will be given and subsequently confirmed in writing.

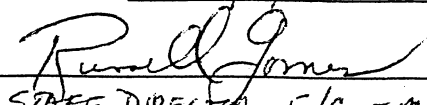
If a replacement pole is set in a new location without coordination with and agreement by the other Company, and the new location is such that the other Company would incur greater costs in transferring its facilities to the new pole than it would have incurred had the pole been replaced in its existing location, field representatives of the two Companies shall attempt to reach a mutually acceptable solution to the problem, including resetting the new pole in a mutually acceptable location.



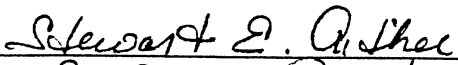
Those situations that cannot be resolved by the field representatives, shall be escalated through lines of organization, if necessary, to the Operations Manager of the Electric Company and the Director Construction - Engineering of the Telephone Company.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

By   
(Title) Gen Mgr Eng+Const-NYNEX North  
Date of Execution: 11/6/96

By   
(Title) STAFF DIRECTOR E/C - MA/RI  
Date of Execution: 12/5/96

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By   
(Title) Sr. Vice President  
Date of Execution: 9/16/96

## INTERCOMPANY OPERATING PROCEDURE #4

Unitil Distribution Companies

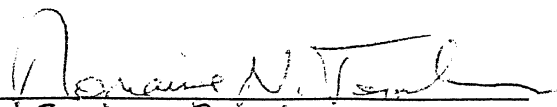
and

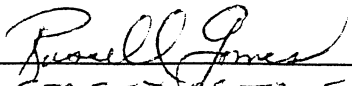
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

CUSTODY AND MAINTENANCE OF JOINTLY OWNED POLES AND ANCHORSEFFECTIVE DATE November 1, 1996

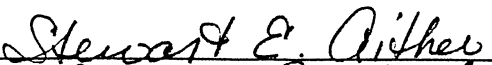
1. Custodianship and maintenance of jointly owned poles and anchors shall be as indicated on the appropriate distribution company - Attachment #1, DIVISION OF MAINTENANCE, which is made a part of this Intercompany Operating Procedure.
2. The custodian shall maintain all poles and anchors in its custody in safe and serviceable condition in accordance with the provisions of Article 5 of the Agreement; the expense thereof is to be proportioned between the parties hereto in accordance with the division of ownership except as otherwise expressly provided in Construction and Joint Ownership of New Poles and Anchors.
3. The custodian shall replace such poles as become defective or are of insufficient size or strength for existing or proposed attachments, and the cost thereof shall be borne as provided in the Intercompany Operating Procedure Flat Rate billing Schedule.
4. Upon notice in writing, it shall be the duty of the custodian to replace promptly any pole that may be considered unsafe by the other party and if the custodian does not do so within a reasonable time, the other party may replace said pole and the custodian shall bear its proportionate part of the expense.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

By   
(Title) Gen Mgr Eng+Const-NYNEX North  
Date of Execution: 11/16/96

By   
(Title) STAFF DIRECTOR E/C-ME/RI  
Date of Execution: 12/5/96

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By   
(Title) Sr. Vice President  
Date of Execution: 9/16/96

ATTACHMENT #1

CONCORD ELECTRIC COMPANY  
AND  
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

DIVISION OF MAINTENANCEEFFECTIVE DATE November 1, 1996

Electric Company  
Maintenance Area

Boscawen  
Canterbury  
Chichester  
\*Concord (Inc. Penacook)

Telephone Company  
Maintenance Area

Allenstown  
Bow  
\*Concord  
Dunbarton  
Epsom  
Hopkinton  
Loudon  
Pembroke

\* Location of Division in City of Concord only

Power Company - Area north of Highway #202 and Pleasant Street from Hopkinton-Concord Town Line to Main Street, west of Main Street to Bridge Street and area north of Highway #4 and Bridge Street to Concord-Chichester Town Line, but not including poles on Highway #202 and Pleasant Street, and Highway #4 and Bridge Street.

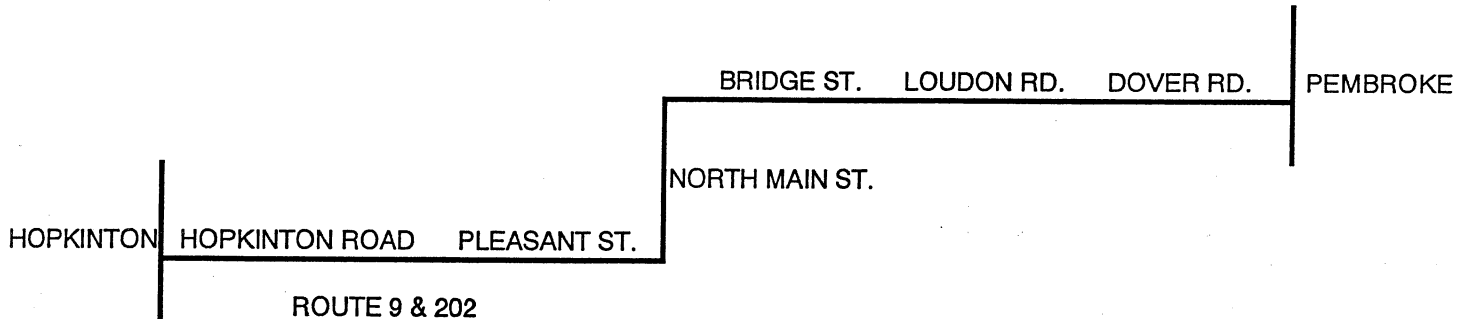
Telephone Company - South of and including poles on Highway #202 and Pleasant Street from Hopkinton-Concord Town Line to Main Street, area south of Highway #4, from Bridge and Main Streets to the Chichester-Concord Town Line, including poles on Highway #4 and Bridge Street.

The number of poles within each of the above described areas is now substantially equal. The numbers of poles will be checked periodically at the request of either party and the areas revised to keep them substantially equal.

CONCORD ELECTRIC COMPANY  
DIVISION OF JOINT POLE MAINTENANCE

IF POLES ARE OWNED JOINTLY WITH NEW ENGLAND TELEPHONE:

ALL CONCORD ELECTRIC COMPANY MAINTENANCE NORTH OF THESE ROADS



TELEPHONE COMPANY (NYNEX) MAINTENANCE INCLUDES ALL POLES ON & SOUTH OF THESE ROADS

CECO MAINTENANCE

BOSCAWEN  
CANTERBURY  
CHICHESTER  
PENACOOK  
CONCORD (SEE ABOVE DIVISION)

TELEPHONE CO. MAINTENANCE

ALLENSTOWN  
BOW  
EPSOM  
HOPKINTON  
LOUDON  
PEMBROKE  
CONCORD (SEE ABOVE DIVISION)

IF POLES ARE OWNED JOINTLY WITH THE FOLLOWING INDEPENDENT TELEPHONE COMPANIES:

CECO MAINTENANCE

CHICHESTER  
DUNBARTON  
EPSOM  
LOUDON  
SALISBURY  
WEBSTER

CHICHESTER TELEPHONE COMPANY  
DUNBARTON TELEPHONE COMPANY  
CHICHESTER TELEPHONE COMPANY  
CHICHESTER TELEPHONE COMPANY  
KEARSARGE TELEPHONE COMPANY  
KEARSARGE TELEPHONE COMPANY  
MERRIMACK COUNTY TELEPHONE COMPANY

ATTACHMENT #1EXETER & HAMPTON ELECTRIC COMPANY  
AND  
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANYDIVISION OF MAINTENANCEEFFECTIVE DATE November 1, 1996Electric Company  
Maintenance AreaBrentwood  
Danville  
East Kinston  
Exeter  
Hampton  
Newton  
North Hampton  
South Hampton \*Telephone Company  
Maintenance AreaAtkinson  
Derry  
Hampstead  
Hampton Falls  
Kensington \*  
Kingston  
Newfields  
Plaistow  
Seabrook \*  
Stratham

The number of poles within each of the above described areas is now substantially equal. The number of poles will be checked periodically at the request of either party and the areas revised to keep them substantially equal.

\* Poles within these municipalities are administered by both Manchester, New Hampshire, and Salem, Massachusetts, telephone engineering offices.

ATTACHMENT #1

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY  
AND  
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

DIVISION OF MAINTENANCEEFFECTIVE DATE November 1, 1996

Electric Company  
Maintenance Area

Ashby  
Fitchburg \*  
Townsend \*\*

Telephone Company  
Maintenance Area

Fitchburg \*  
Lunenburg  
Townsend \*\*

\* Location of Division in City of Fitchburg

Power Company - Area northeast of the Boston & Maine railroad tracks.

Telephone Company - Area southwest of the Boston & Maine railroad tracks.

\*\* Location of Division in Townsend

Telephone Company - Fitchburg Rd. - from Lunenburg Town line to the intersection of Main St.  
Main St. to the Pepperell Town Line (South East Corner  
of Townsend)

## INTERCOMPANY OPERATING PROCEDURE #5

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

ASSIGNED SPACEEFFECTIVE DATE November 1, 1996

1. Assigned space on a joint pole shall be for the exclusive use of each Company respectively, except that certain attachments may, in accordance with the provisions of the latest edition of the National Electrical Safety Code, be located in space assigned to the other Company, however, if such attachments should interfere with the use of such space by said other Company, the first Company shall at its own expense make such changes or replacements as may be necessary to make the space available.
2. Minimum pole height for joint poles will be forty foot class four (40'-4), unless mutually agreed otherwise.
3. Use of thirty (30) foot poles for stub poles, private property poles, etc., are acceptable unless mutually agreed otherwise.
4. Excess height on new poles may be purchased for sole use by either utility, based on the Flat Rate Reciprocal Billing Agreement. Excess height purchased by a utility shall be noted in both Company's pole records.
5. Replacement of poles will require that utilities jointly review current space and height requirements. Billing will be based upon these requirements.
6. Joint Pole space allocation will be as described in attachment A.
7. CLEARANCES - Minimum vertical clearances of communications conductors are shown on attachments B and C.

8. Mutual excess height requirements for joint owners resulting from requirements for additional ground clearance such as railroad and road crossing, shall be mutually agreed upon to achieve minimum clearance, in the best interest of both owners. There will be occasions where a pole, because of a clearance problem, will need to be taller than normally required to provide the proper separations required by the NESC or Company Standards. This is referred to as "Mutual Excess Height" and the space allocation to each company would be as if the smaller pole were placed. In these situations, the Telephone Company recognizes its obligation to lower its plant, if possible, at some future date to allow the Electric Company, or Licensee to perform work that would otherwise necessitate a pole change out.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

By *Norman N. Toul*  
(Title) Gen Mgr Eng+Const. NYNEX North  
Date of Execution: 11/6/96

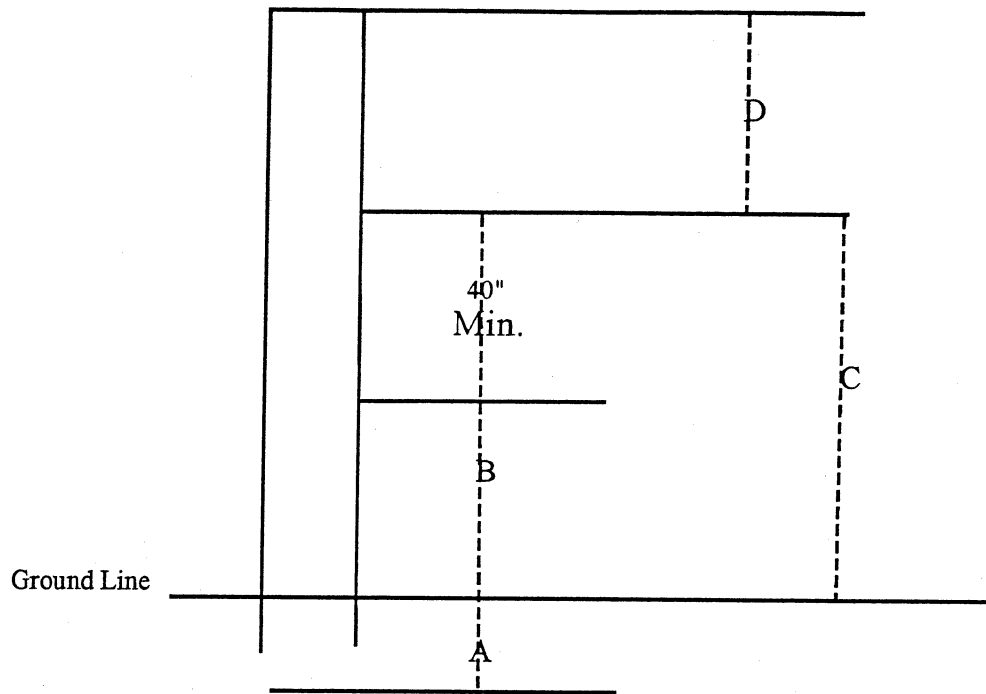
By *Russell Jones*  
(Title) STAFF DIRECTOR E/C - MA/RI  
Date of Execution: 12/5/96

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By *Stewart E. Ordheer*  
(Title) Sr. Vice President  
Date of Execution: 2/16/96



## JOINT POLE SPACE ALLOCATION

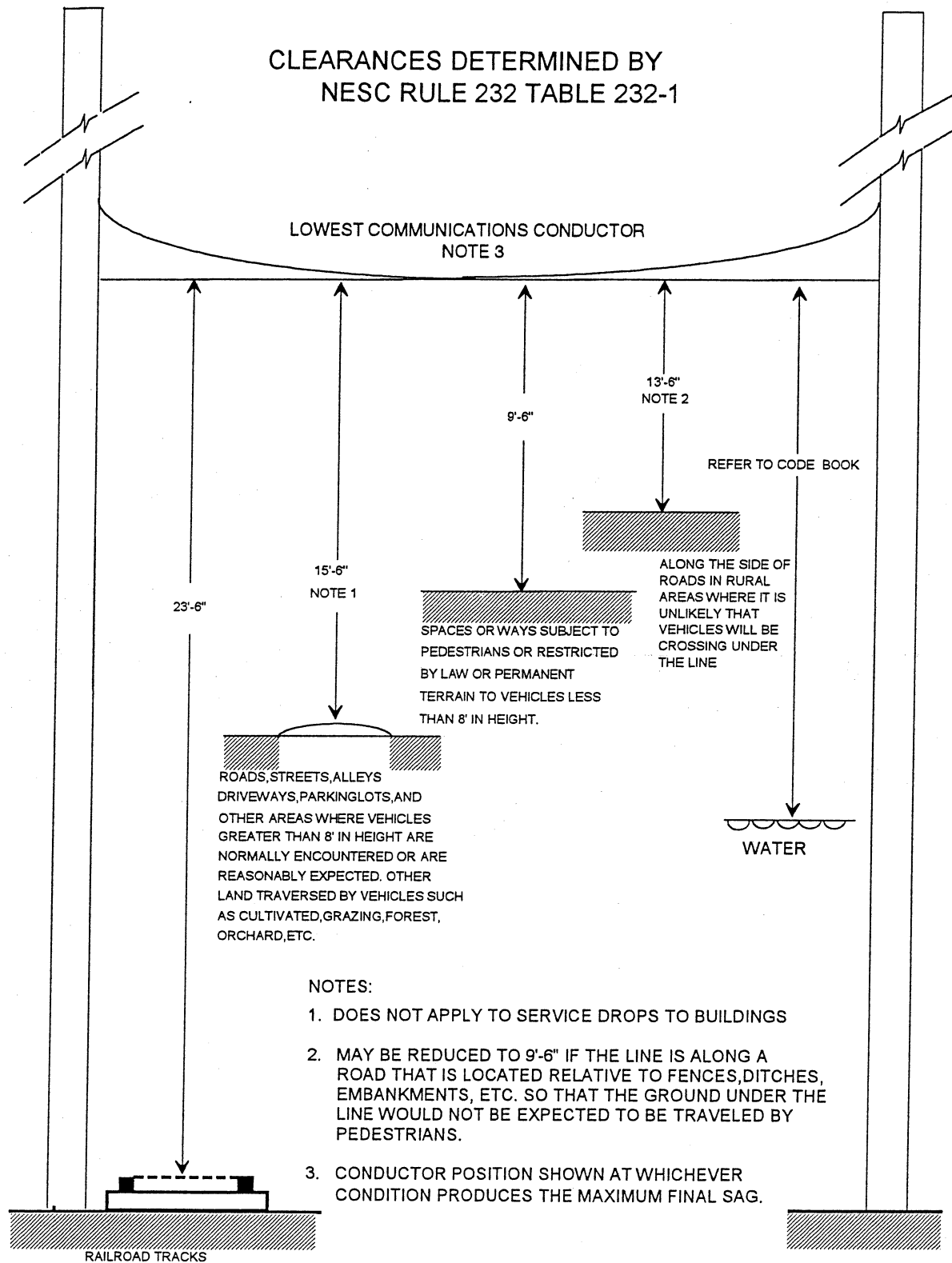


Pole Length	Pole Ownership Elec/Comm. Note 1	A Normal Setting Depths Note 2	B Communication Max/Height Note 3	C Electric Minimum Height Note 3	D Electric Maximum Space Note 3
35	35/35	6'-0"	21'-2"	24'-6"	4'-6"
40	40/40	6'-0"	23'-8"	27'-0"	7'-0"
40	40/35	6'-0"	21'-2"	24'-6"	9'-6"
40	35/40	6'-0"	26'-2"	29'-6"	4'-6"
45	40/45	6'-6"	28'-2"	31'-6"	7'-0"
45	45/45	6'-6"	25'-11"	29'-3"	9'-3"
45	45/40	6'-6"	23'-8"	27'-0"	11'-6"
45	45/35	6'-6"	21'-2"	24'-6"	14'-0"
50	45/50	7'-0"	30'-5"	33'-9"	9'-3"
50	50/50	7'-0"	28'-2"	31'-6"	11'-6"
50	50/45	7'-0"	25'-11"	29'-3"	13'-9"
50	50/40	7'-0"	23'-8"	27'-0"	16'-0"
50	50/35	7'-0"	21'-2"	24'-6"	18'-6"

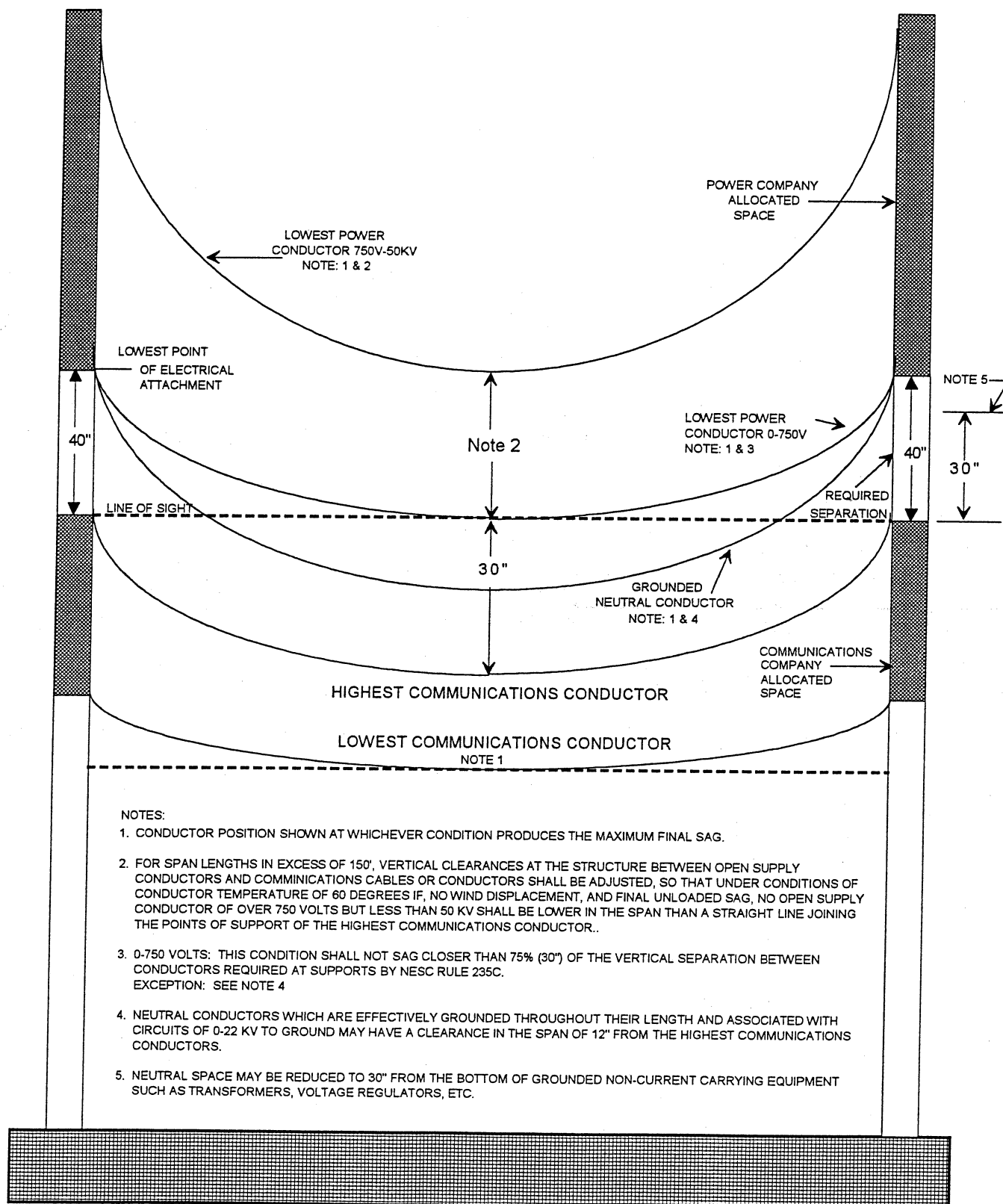
1. Municipal space and/or space for other authorized licenses shall be made available through equal contribution by each owner, whenever possible. 45/40 indicates a 45' pole however NYNEX pays for and occupies the space as if it were a 40' joint pole. 40/45 indicated a 45' pole where the power company pays for and occupies space as if it were a 40' joint pole.
2. Minimum pole setting depth.
3. Dimensions B, C, or D may be adjusted by mutual agreement between the joint owners to avoid a pole change out if the field and code conditions permit.

## POLE LINES BASED ON NESC RULES 232 & 235

### CLEARANCES DETERMINED BY NESC RULE 232 TABLE 232-1



# POLE LINES BASED ON NESC RULES 232 & 235



## INTERCOMPANY OPERATING PROCEDURE #6

Unitil Distribution Companies

and

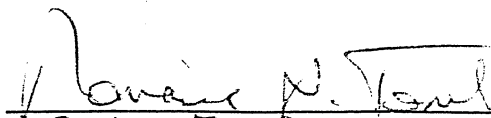
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

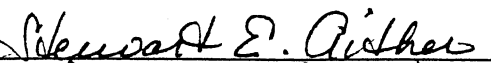
GUYS AND ANCHORSEFFECTIVE DATE November 1, 1996


1. All jointly occupied line poles and solely occupied line poles that will be jointly occupied at a later date shall be guyed and anchored to hold the combined load of both companies and any other 3rd party attachments, in accordance with provisions of Article 5 of the agreement.
2. On jointly occupied poles, each Company shall place guy strands to hold its plant. Each company shall determine the size of its own guy strand in accordance with its own practices. There shall be no jointly owned guy strands. All jointly required anchors will be placed by the maintaining Company with no billing to the joint owner.
3. When guying is required by both Companies, the proper size triple thimble rod(s) and anchor(s) to hold the combined loads of both Companies shall be placed by the maintaining company.
4. A 1" triple thimble rod will be minimum standard for both companies. NYNEX standard screw anchor will be 10" and the power company will be 10" depending on soil condition.
5. When existing line poles are to become jointly occupied and the existing anchors are determined to be suitable for the combined loads of both Companies, such anchors will be made jointly owned in accordance with the terms of the then current Intercompany Operating Procedure on Acquiring Joint Ownership of New Poles and Anchors. Guy rod adapters will not be used under any circumstances.
6. If the rod will not accommodate another guy strand, an additional rod and anchor must be installed to accommodate the additional guy strand. When placing additional facilities on existing jointly occupied poles, the Company doing so will place any additional anchors required, because of its additional attachments there will be no billing to the joint owner.
7. When one Company places an anchor which will be sole owned by the other Company, the other Company will then be billed full flat rate cost.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By   
(Title) Gen Mgr Eng+Const - NYNEX North  
Date of Execution: 11/6/96

By   
(Title) Sr. Vice President  
Date of Execution: 9/16/96

By   
(Title) Sr. Dir. E.C. - MA/RI

## INTERCOMPANY OPERATING PROCEDURE #7

Unitil Distribution Companies

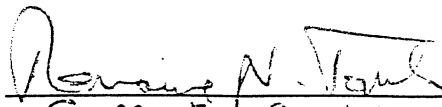
and


NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

WORK ON JOINT POLESEFFECTIVE DATE November 1, 1996

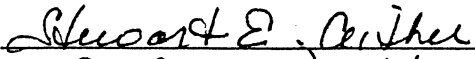
1. This Intercompany Operating Procedure covers work on Joint Poles between the two companies.
2. Under the current Joint Ownership Agreement, Articles 5 and 7 deal with placing, maintaining and transferring attachments. They include the provision that each Company shall place and maintain its own attachments in accordance with the requirements of the National Electrical Safety Code and other applicable codes.
3. This I.O.P is issued to emphasize the need to observe this requirement on the part of both Companies; each Company shall perform its work promptly and in such a manner as not to interfere with the service of the other Company. As examples; the placing and tensioning of telephone cable strand, if not done properly, might cause the tops of jointly occupied poles to move thereby creating a problem with the electric companies' wire ties; the placing and tensioning of electric conductors and tensioning of guy strands, if not done properly, might cause telephone guy strands to become slack.
4. Whenever one Company tensioning causes the other Company to perform additional work; i.e., re-tensioning, the Company creating the problem will do whatever is necessary to correct the problem.
5. The construction methods employed by each Company must take into account what effect they could have on the other Company's facilities. When placing or replacing new poles, the Maintaining Company (the Co. doing the placing), must take into consideration transformer locations, terminal locations, cross arms, closure locations and riser locations that would add significant cost to the other Company when performing their transfer work.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

By   
(Title) Gen Mgr Eng+Const - NYNEX North  
Date of Execution: 11/6/96

By   
(Title) Staff Director E/C-MA/RT  
Date of Execution: 12/5/96

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By   
(Title) Sr. Vice President  
Date of Execution: 9/16/96

## INTERCOMPANY OPERATING PROCEDURE #8

Unitil Distribution Companies

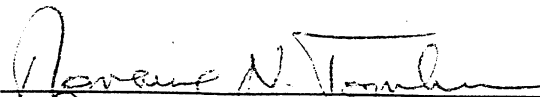
and

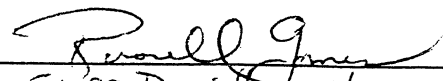
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

TERMINATION OF THE JOINT OWNERSHIP  
AND USE OF A POLE OR ANCHOREFFECTIVE DATE November 1, 1996

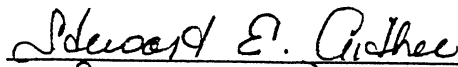
1. Either co-owner may at any time abandon the use of a jointly owned pole by giving due notice thereof in writing to the other co-owner and by removing therefrom any and all attachments it may have thereon.
2. If either party desires at any time to abandon a jointly owned pole or anchor, the abandoning party shall give the other party notice in writing to the effect, not less than sixty (60) days prior to the date on which it intends to abandon such pole or anchor, and offer to sell its interest to the other party. The other party shall reply to the above notice in ten (10) days and state if it desires to continue the use of such pole or anchor. If it does, it shall, upon the removal of all the attachments of the party abandoning the pole or anchor, assume sole ownership of such pole or anchor, and shall thereafter save harmless the party abandoning the pole from all obligation under Article 14 of the Agreement, except with respect to injuries or damages resulting from incidents which occurred prior to the abandonment. The remaining party shall purchase the pole in accordance to the current Flat Rate Billing Schedule.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

By   
(Title) Gen Mgr Eng+Const. NYNEX North  
Date of Execution: 11/6/96

By   
(Title) Staff Director E/C-MA/RI  
Date of Execution: 12/5/96

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By   
(Title) Sr. Vice President  
Date of Execution: 9/16/96

## INTERCOMPANY OPERATING PROCEDURE #9

Unitil Distribution Companies

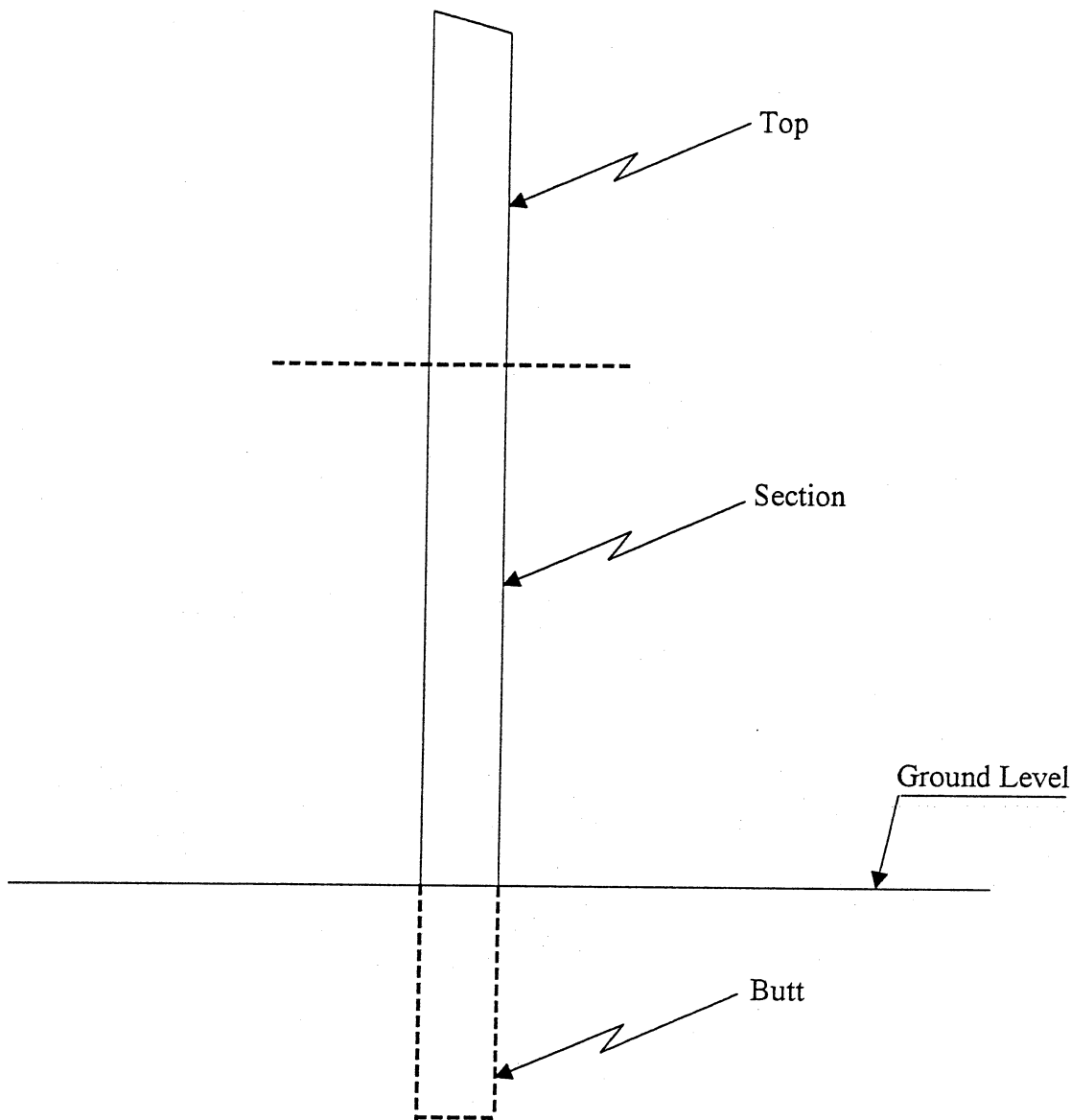
and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

REMOVAL OF JOINTLY OWNED POLESEFFECTIVE DATE November 1, 1996

Removal of Jointly Owned Poles - (See Diagram for Pole Terminology)

1. Removal of Jointly Owned poles will be in accordance with the maintenance areas as assigned in Intercompany Operating Procedure - Custody and Maintenance of Jointly Owned Poles and Anchors and in accordance with article #9 of the joint ownership agreement.
2. The maintaining Company is responsible to notify the co-owner and each attachee when a pole is ready to be transferred. A pole will be considered ready to be transferred as defined in Intercompany Operating Procedure - Request to Transfer Construction
3. Upon receipt of the notification of the request to transfer facilities each company is responsible for transferring its facilities within sixty (60) days, unless otherwise agreed.
4. The last party off the pole(s) is responsible to notify the maintaining company that the pole(s) is ready for removal. Notification will normally be accomplished by Telephone Company form 57 and the appropriate Electric Company form. Advance notice may be made by telephone with forms to follow.
5. When it is mutually agreed that a pole is to be replaced using the "cut & kick" method (same hole or close enough to lash) the pole butt and pole section will be removed by the maintaining party. However, the last party to transfer its attachments may remove and dispose of the pole section, should the pole section be considered a safety hazard. No billing will be associated with this work.
6. The Telephone Company will not remove any jointly owned pole(s) that extend into a Electric Company's energized wires where minimum approach distances cannot be maintained.
7. The Electric Company will top all poles that are mutually agreed to, on the Exchange of Notice (605A) prior to placing / replacing any poles that would facilitate the transfer of such poles. Billing will only be for pole(s) topped in the NYNEX Maintenance Area and at the established flat billing rate in effect at that time.



NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

By *Roman N. Tene*  
(Title) Gen Mgr Eng + Const - NYNEX North  
Date of Execution: 11/6/96

By *Russell G. Jones*  
(Title) Staff Director / E/C - MA/RI  
Date of Execution: 12/5/96

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By *Stewart E. Quilley*  
(Title) Sr. Vice President  
Date of Execution: 9/16/96



## INTERCOMPANY OPERATING PROCEDURE #10

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

USE OF EXTRA LENGTH POLE TOP PINEFFECTIVE DATE November 1, 1996

The purpose of this Intercompany Operating Procedure is to establish a practice whereby mutual benefits to both Companies may be obtained through the use of an extra length pole top pin to avoid the premature replacement of a jointly owned pole when additional ground clearance is required.

In certain instances, the Power Company's Distribution Standards permit the installation of a 36 inch fiberglass pole top pin which could provide an additional 18 inches of pole space beyond that available when a standard length pin is used. For the purposes of this Procedure, the consideration of using such a pin for the mutual benefit of both Companies will be limited to installations on existing joint poles with voltages not exceeding 20,000 volts, phase to ground and where additional ground clearance is required by the current edition of the National Electrical Safety Code.

When the Power Company's Distribution Standards permit the installation of the 36 inch pin and the Companies mutually agree that its use would be beneficial to both parties, the Power Company will install the 36 inch pole top pin and both Companies will move their facilities upward, where necessary, a distance not to exceed 18 inches on the pole.

The Power Company will bill the Telephone Company its share of the cost for the placement of extra length pole top pins as specified in the current Flat Rate Billing Schedule.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By *Robert N. Smith*  
(Title) Gen Mgr Eng+Const NYNEX North  
Date of Execution: 11/6/96

By *Stewart E. Arthur*  
(Title) Sr. Vice President  
Date of Execution: 9/16/96

By *Russell G. Jones*  
(Title) Staff Director E/C-MA/RF  
Date of Execution: 12/5/96

## INTERCOMPANY OPERATING PROCEDURE #11

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

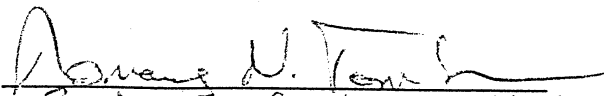
POLE (VERTICAL) GROUNDS AND BONDINGEFFECTIVE DATE November 1, 1996

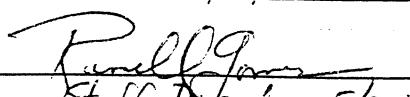
Pole (vertical) grounds and bonds between the Telephone Company cable strand and the Power Company multi-grounded neutral will be provided in accordance with NESC as follows:

1. For the purpose of this Intercompany Operating Procedure, the following definitions will apply:
  - A. Pole (vertical) grounds - Will consist of a 7 to 8 inch diameter copper plate attached to the pole butt or an 8' x 5/8" copperplated or 8' x 3/4" galvanized steel ground rod driven in the ground vertically, full length, except where rock bottom is encountered, at a point not less than 12 inches from the butt of the pole with the head of the ground rod not less than 3 inches under the surface of the earth. A bare ground wire will be attached securely with staples to the quarter of the pole away from the flow of traffic and covered with molding for a minimum distance of 8 feet above the earth surface. Ground wires will have a minimum conductivity equivalent to #6 copper conductor, and will be connected to the butt plate or ground rod at one end and to the neutral wire of the Power Company's multi-grounded system at the other end.
  - B. Bond - Will have a minimum conductivity of #6 copper conductor connected to the Telephone Company cable strand or to its open wire, C rural, or multiple wire protectors at one end to a vertical ground which in turn is connected to the Power Company's multi-grounded system neutral.
2. No intercompany billing is required with this Intercompany Operating Procedure.
3. Pole grounds - new construction; the two companies will coordinate their respective requirements for pole grounds per NESC requirements. The Company installing the joint pole will also furnish and install all pole grounds at such locations as required by both companies or solely by either Company unless mutually agreed otherwise.
4. Pole grounds - existing poles.
  - A. When replacing an existing pole on which there is a pole ground, the Company setting the new pole will furnish and install a new pole ground.
  - B. When replacing an existing pole on which there is no pole ground, the Company setting the pole will furnish and install a new pole ground as per paragraph 3. above.
  - C. Any pole ground to be added to an existing pole will be installed by the Company requiring such ground.

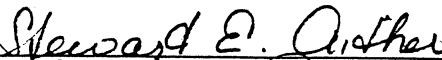
5. Any pole grounds installed by the Telephone Company under paragraph 3. and 4. will be extended to the top of its assigned space with sufficient length of conductor for connection to the Power Company's multi-grounded system neutral.
6. Bonds between Telephone Company cable strand or protectors associated with multiple, C rural, or open wire, and Power Company's multi-grounded system neutral:
  - A. If required at a location where there is a pole ground, the Telephone Company will provide the bonding conductor and make the connection to both the strand or protector and the pole ground.
  - B. If no ground is present and a ground is required by the Telephone Company, the Telephone Company will install a vertical ground and extend the ground wire to the top of the communication space with sufficient length of conductor for connection to the power company multi-grounded system neutral.
7. In all cases, the connection of either a pole ground or a bonding conductor to the Power Company's multi-grounded system neutral will be done by the Power Company within thirty (30) days of receipt of written notice.
8. A pole ground will be maintained by the Company that maintains the pole, except that the Power Company will maintain all pole grounds above the Telephone Company space regardless of maintenance areas.
9. This Intercompany Operating Procedure is applicable to joint occupancy of pole lines supporting Power Company facilities in the 0 to 60 KV range only. Joint occupancy with higher voltages, if encountered, will be subject to special consideration.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

By   
(Title) Gen Mgr Eng+Const-NYNEX North  
Date of Execution: 11/6/96

By   
(Title) Staff Director E/C-MARKET  
Date of Execution: 12/5/96

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

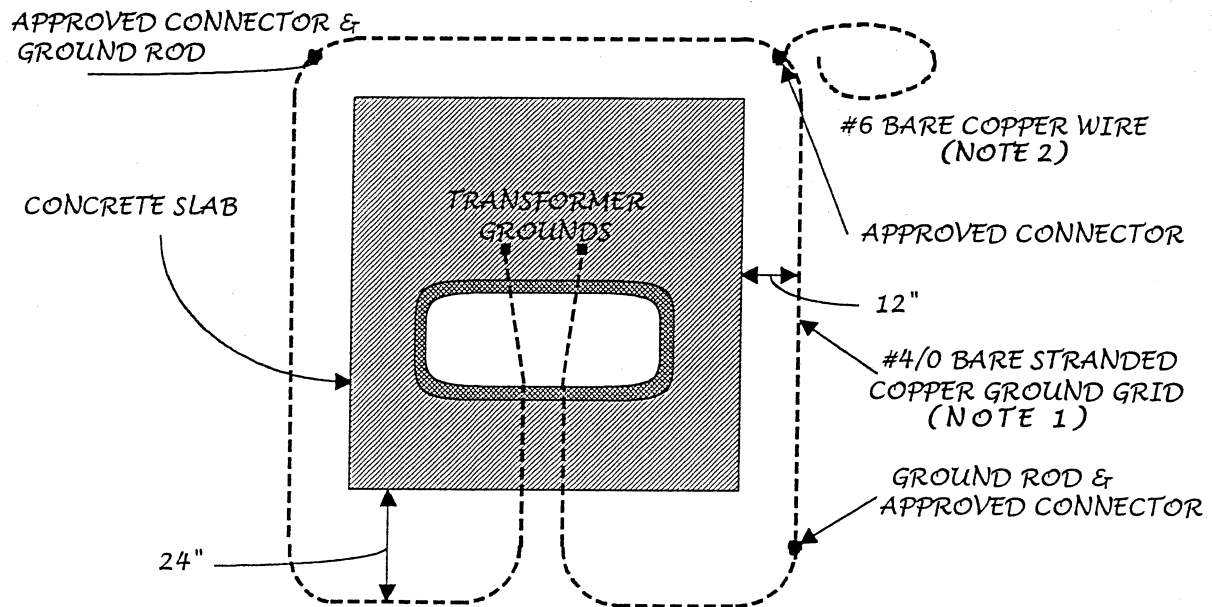
By   
(Title) Sr. Vice President  
Date of Execution: 9/16/96

INTERCOMPANY OPERATING PROCEDURE #12  
 Unitil Distribution Companies  
 and  
 NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY  
PADMOUNT TRANSFORMER AND PEDESTAL BONDING

EFFECTIVE DATE November 1, 1996

Both companies will endeavor to coordinate the placing of their buried facilities so that Bonding and/or Grounding can be performed simultaneously prior to the energizing of the conductors. If this cannot be accomplished the following will apply.

1. At all padmounted transformer locations a twelve (12) inch section of #6 bare copper wire will be connected to the electric company's grounding grid. The location of the wire is at twelve (12) inches from the rear right hand corner of the transformer pad, looking from the roadside direction, at a depth not to exceed six (6) inches. The specification will be part of the Electric Company's standard for the installation of the grounding grid. The Telephone Company is then responsible to bond this coil to their plant in compliance with current practices.



**TYPICAL PADMOUNT TRANSFORMER GROUNDING GRID**

**NOTE:**

1. THE GROUND GRID SHALL BE BURIED AT LEAST 1'-0" BELOW GRADE. SIX FEET OF EXTRA WIRE FOR EACH GROUND GRID LEG SHALL BE LEFT EXPOSED IN THE CABLE COMPARTMENT

TO ALLOW FOR THE CONNECTION TO THE TRANSFORMER. THE TWO EIGHT FOOT BY 5/8" GROUND RODS MAY BE EITHER GALVANIZED STEEL OR COPPERWELD AND THEY SHALL BE CONNECTED TO THE GRID WITH APPROVED CONNECTORS.

2. A 12 INCH SECTION OF #6 BARE SOLID COPPER WIRE INSTALLED AT THE REAR RIGHT HAND CORNER OF THE TRANSFORMER PAD AT A DEPTH NOT TO EXCEED 6 INCHES.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

By *Deborah N. Trench*  
(Title) Gen Mgr Eng + Const. - NYNEX North  
Date of Execution: 11/6/96

By *Russell J. Jones*  
(Title) Staff Dir for E/C-MA/RT  
Date of Execution: 12/5/96

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By *Stewart E. Arthas*  
(Title) Sr. Vice President  
Date of Execution: 9/16/96

## INTERCOMPANY OPERATING PROCEDURE #13

Unitil Distribution Companies


and

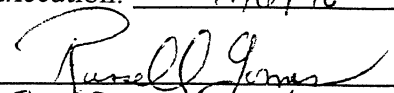
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

REQUEST TO TRANSFER CONSTRUCTIONEFFECTIVE DATE November 1, 1996

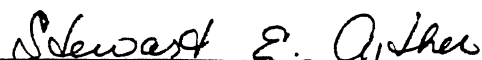
1. Upon completion of pole and/or anchor work that necessitates transfer notices, the constructing Company shall issue a Request to Transfer Construction Form #57 to the other Joint Owner and to the other Parties involved, such as the Municipality and/or Cable Television Companies.
  - A. The maintaining company is responsible to notify the co-owner and each attachee when its attachments are ready to be transfered. A pole will be considered ready to be transfered when all pole attachments above have been transferred and no obstructions exist.
  - B. Upon receipt of the Notification of Request to Transfer facilities each company is responsible for transferring its facilities within 60 days, unless otherwise agreed. After one of the joint-owners has given notice to the other owner in accordance with paragraph "A" above that a pole is ready to be transferred, all liability for the pole including removal will be that of the other company if that company does not remove its facilities within the agreed upon time.
  - C. In the event transfers are not completed within the agreed time limits, the company that is the last one to remove its attachments from a jointly-owned pole will remove and dispose of it. There will be no billing, associated with the removal, to the other company.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

By   
(Title) Gen Mgr Eng + Const - NYNEX North  
Date of Execution: 11/16/96

By   
(Title) Staff Director E/C - MA/RI  
Date of Execution: 12/5/96

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By   
(Title) SA, Vice President  
Date of Execution: 9/16/96

INTERCOMPANY OPERATING PROCEDURE #14  
Unitil Distribution Companies  
and  
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY  
STREET SIDE COMMUNICATION ATTACHMENTS

EFFECTIVE DATE November 1, 1996

The Electric Company and the Telephone Company agree that the Telephone Company may locate its cable strands, and other longitudinal runs of paired conductors, on either or both sides of jointly owned poles in the Telephone Company's assigned space as follows:

1. Boxing in of poles should be kept to a minimum.
2. The cables may be located on the alley side in alleys where poles are located close to buildings

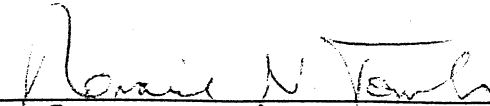
The above attachments shall have a minimum vertical spacing of one (1) foot at the pole, and be confined to no more than four (4) strands per pole. Where difficulties would be encountered by the Electric Company in the installation or removal of a pole, due to Telephone Company attachments on both sides of the pole, the two Companies shall cooperate in the execution of the work involved. Where such difficulties are encountered there will be no intercompany billing for any increased costs that may be experienced by either Company when it is necessary for each Company to have a crew to facilitate the placement or removal of joint poles.

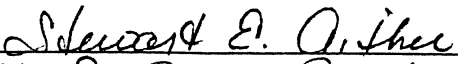
Intercompany billing will be in accordance with the appropriate Flat Rate Billing Schedule for the work operations involved.

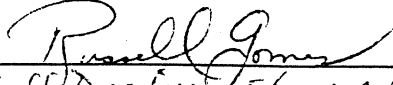
It is not the intent of this Intercompany Operating Procedure to include the setting of poles for the sole purpose of rearranging cables or strand from one side of the pole to the other.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By   
(Title) Gen Mgr Eng + Const NYNEX North  
Date of Execution: 11/6/96

By   
(Title) Sr. Vice President  
Date of Execution: 9/16/96

By   
(Title) Staff Director  
Date of Execution: 12/5/96

## INTERCOMPANY OPERATING PROCEDURE #15

Unitil Distribution Companies

and

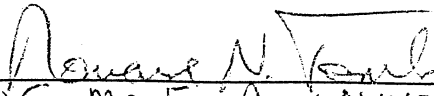
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

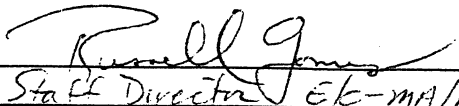
UNAUTHORIZED ATTACHMENTSEFFECTIVE DATE November 1, 1996

The purpose of this Intercompany Operating Procedure is to provide a program to effect joint ownership of poles and anchors upon which either party is attached without authorization.

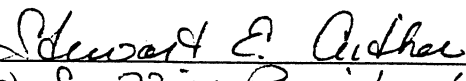
1. Effective the date of this agreement the penalty for all unauthorized attachments discovered by either party will be billed at twice the current flat rate schedule in effect at the date of discovery.
2. Billing for acquiring joint ownership will be in accordance to IOP - Acquiring Joint Ownership of Existing Poles and Anchors.
3. The joint owner billing for the unauthorized attachments must show that joint ownership was refused. The Exchange of Notice (Form 605A) will be the document of proof. This burden of proof will only be required for poles installed/replaced on or after the effective date of this IOP.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

By   
(Title) Gen Mgr Eng+Const-NYNEX North  
Date of Execution: 11/6/96

By   
(Title) Staff Director E&C-MA/RI  
Date of Execution: 12/5/96

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By   
(Title) Sr Vice President  
Date of Execution: 9/16/96



## INTERCOMPANY OPERATING PROCEDURE #16

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

INSPECTION AND TREATMENT OF STANDING POLESEFFECTIVE DATE November 1, 1996

The purpose of the Intercompany Operating Procedure is to provide a uniform practice by both Companies for the inspection and treatment of jointly owned poles in order to lengthen the life of pole plant and obtain mutual benefits for each Company.

1. Initially all joint poles shall be inspected at or before the age of 20 years. Poles shall be re-inspected at intervals not to exceed 10 years.
2. Each Company shall be responsible for the inspection and treatment of all jointly owned poles within their respective maintenance areas. Within each maintenance area all such poles shall be inspected and treated in accordance with that respective Company's standards, specifications or procedures. Inspection and treatment may be performed by company employees or authorized agents or contractors.
3. The cost of inspection and treatment shall be borne individually by each Company for their respective maintenance areas.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

By *Thomas N. Tully*  
(Title) Gen Mgr Eng+Const-NYNEX North  
Date of Execution: 11/6/96

By *Russell G. Jones*  
(Title) Staff Director Ek-MA/PT  
Date of Execution: 12/5/96

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By *Stewart E. Archer*  
(Title) Sr. Vice President  
Date of Execution: 9/16/96

INTERCOMPANY OPERATING PROCEDURE #17  
Unitil Distribution Companies  
and  
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY  
JOINT TRIMMING

EFFECTIVE DATE November 1, 1996

The purpose of this Intercompany Operating Procedure is to establish a definite method of allocating the costs of trimming and any related basal ground spraying of tree and brush stumps associated with the construction and maintenance of a joint pole line.

1. Maintenance Trimming

- A. Maintenance trimming shall be done on a joint basis when both companies have a need. When it is agreed that both parties will benefit in such Joint Tree Trimming the division of cost will be 75% Electric Company and 25% Telephone. (see Attachment #1)
- B. Heavy storm work such as hurricanes, wet snow, tornadoes, and ice storms will be handled immediately without prior review. Field representatives of the two companies, as soon as practicable, after each major storm, will meet to communicate which cities/towns, streets, and lines were trimmed as a result of a heavy storm. Billing will include the same information. The parties agreed to reciprocal acceptance of each other's tree contractors for heavy storms on a 50%/50% basis.
- C. Removal of weakened or toppled trees and large limbs which threaten both parties' plant will be removed on a 50%/50% basis, subject to prior field review, wherever possible.

2. Construction Trimming

- A. Trimming for addition, extension or reconstruction shall be surveyed in the field and a determination made whether both parties have a need. The division of cost will be 60% Electric Company and 40% Telephone (see Attachment #2).
- B. The cost of trimming in connection with increased pole height, at the time of replacement, shall be borne as follows:
  - (1) Mutual Benefit Replacement - Power Company - 50%  
- Telephone Company - 50%
  - (2) Sole Benefit Replacement - Full cost to be borne by the party for whose benefit the pole is replaced.

## 3. Ground Cutting

- A. The cost of removal of roadside brush and small trees shall be done on a joint basis when both companies have a need and borne at the same percentages as is stated in Item #1 and #2 of this Agreement

## 4. Chemical Treatment

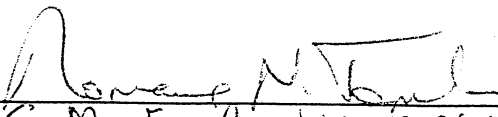
- A. The cost of basal ground spraying of tree and brush stumps at the time of ground trimming and chemical treatment shall be borne at the same percentages as is stated in paragraph #1 and #2.
- B. All chemical treatment must be done in accordance with all applicable local, state and federal regulations.

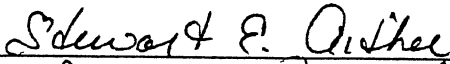
## 5. Administration

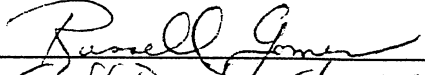
- A. All trimming agreements will be performed via the Exchange of Notice Form 605A.
- B. Maintenance contracts that will exceed \$5,000 in cost to NYNEX will be awarded to the lowest of at least three (3) qualified bidding contractors.
- C. Each Company will annually furnish the other Company with a list of its approved Trimming Contractors.
- D. For work done by Contractor that is not on both companies' list of approved Contractors, the constructing Company will pay the full cost of the Trimming bill and then bill the other Company its share of the total cost. Such bill shall be accompanied by a copy of the Contractor's bill.
- E. The full cost of any uncoordinated trimming, except for storms, shall be borne by the Company that arranged for same.
- F. When work is done by mutually approved contractors, the contractor will bill each Company separately for its share of the trimming costs. Bills rendered by the contractor to each Company will show the total cost of the job and the percentage and cost billed to the other Company.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

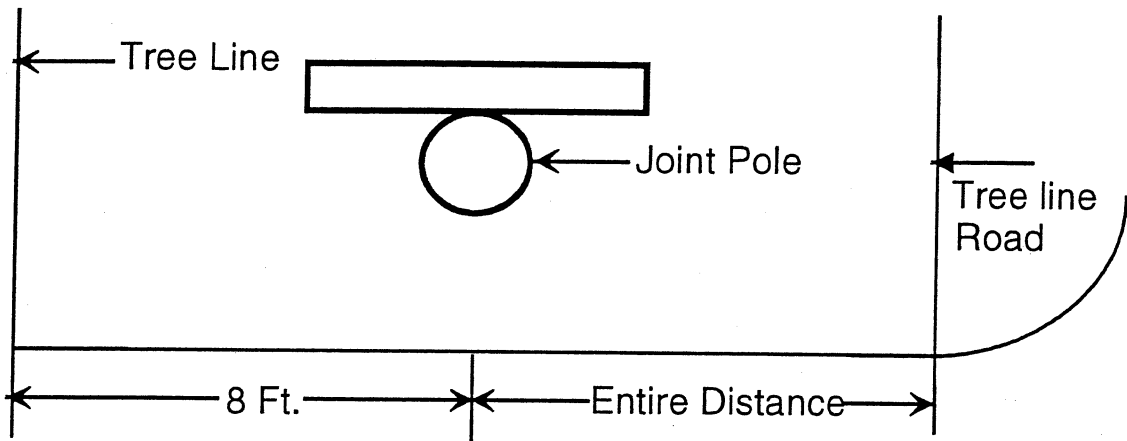
By   
(Title) Gen Mgr Eng+Const-NYNEX North  
Date of Execution: 11/16/96

By   
(Title) Sr. Vice President  
Date of Execution: 9/16/96

By   
(Title) Staff Director EIC-MA/RI  
Date of Execution: 12/5/96

## MAINTENANCE TRIMMING

### Roadside Trimming, Highway or Private Way

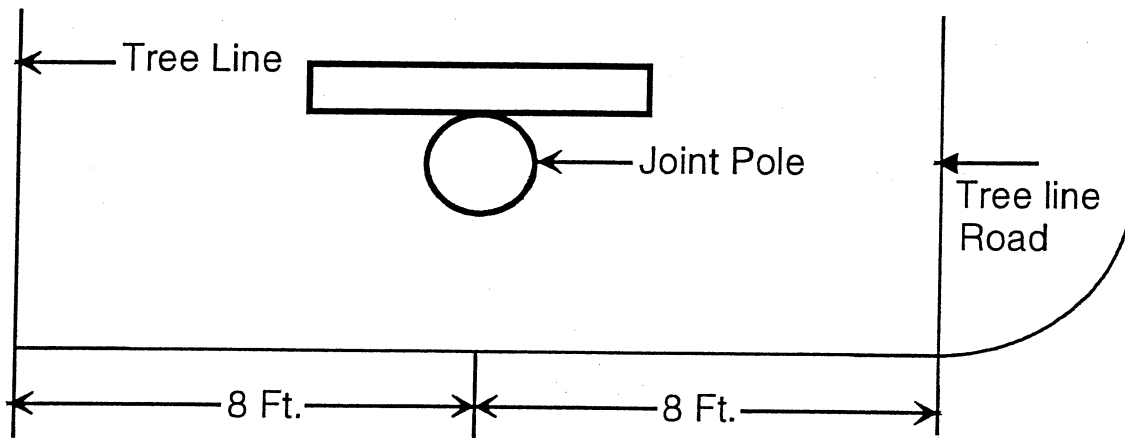


#### Division of Trimming Costs

Electric Company = 75%

NYNEX = 25%

### Off Road (R.O.W.) Trimming



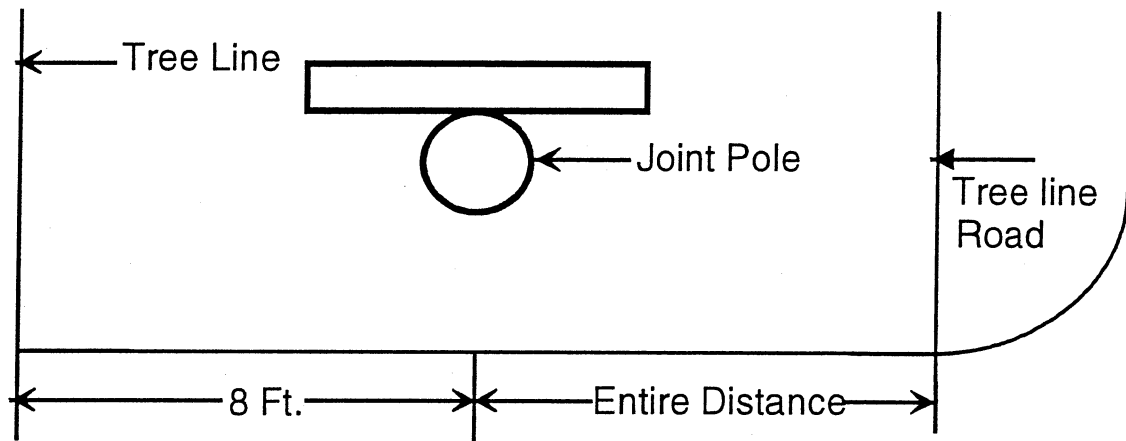
#### Division of Trimming Costs

Electric Company = 75%

NYNEX = 25%

## CONSTRUCTION TRIMMING

### Roadside Trimming, Highway or Private Way

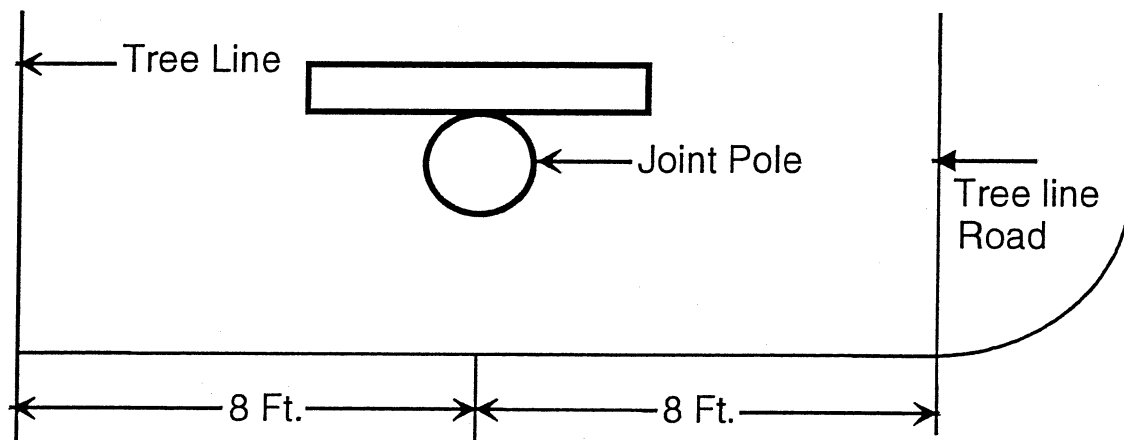


#### Division of Trimming Costs

Electric Company = 60%

NYNEX = 40%

### Off Road (R.O.W.) Trimming



#### Division of Trimming Costs

Electric Company = 60%

NYNEX = 40%

## INTERCOMPANY OPERATING PROCEDURE #18

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

RIGHTS-OF-WAY, EASEMENTS AND LICENSESEFFECTIVE DATE November 1, 1996

## 1. DEFINITIONS

For the purposes of this I.O.P. the following definitions apply:

- A. Right-of-Way - a legal right of passage across, over and/or under another person's realty. (May be an easement, a license, or a permit).
- B. Easement - An interest in realty owned by another that entitles its holder to a specific use of enjoyment of the realty or a portion thereof.

## 2. EXISTING LINES

If desired, the Company acquiring an interest in existing poles shall, with the necessary cooperation of the other Company, unless otherwise agreed, secure necessary rights-of-way, easements, and licenses from property owners and public authorities in accordance with 5.C.

## 3. NEW LINES

- A. The Company erecting new joint poles and anchors shall, with the necessary cooperation of the other Company, unless otherwise agreed, secure necessary rights-of-way, easements, and licenses from property owners and public authorities. All such rights obtained by either Company shall be in the joint names of both Companies. Where possible, a blanket easement, right-of-way, or license will be obtained for all poles, anchors, guys and stubs. Where necessary, each Company shall obtain easements, rights-of-way and licenses for poles, anchors, guys and stubs required for sole use.
- B. Exceptions to the above are the crossing of State owned public waters and the crossing, or occupancy, of Railroad property or rights-of-way. In such instances, or similar ones, unless otherwise agreed, each Company will obtain whatever permits are necessary to fulfill its own requirements.
- C. An easement will not ordinarily be required for a pole line that is to be located on the property of the customer being served, or if the customer is a tenant of the owner of the property on which the pole line is to be located. If, however, such a pole line probably will be used or extended at a future date to supply other customers,

permanent easements shall be obtained. It is the policy of both Companies not to make payment for these easements.

#### 4. RECORDING AND RECORDING FEES

- A. All joint documents shall be recorded promptly, and a copy, where required, shall be furnished to the other Company.
- B. The recording fees for municipal grants, licenses, rights-of-way and private property easements will be paid by the Company obtaining same.

#### 5. OTHER PAYMENTS

- A. Nominal payment paid to property owners for easements, etc. will be paid by the Company obtaining same.
- B. Payments other than "nominal", when mutually agreed in advance, will be shared equally by the two Companies.
- C. When the maintaining Company fails to get the easement and/or partial mortgage release, and the non-maintaining Company obtains these, than the maintaining Company will be charged an administration fee of \$50.00.

#### 6. FORMS

Each Company will use the appropriate forms for acquiring easements, rights of way, and licenses.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By *Norman W. Tavel*  
(Title) Gen Mgr Eng + Const. NYNEX North  
Date of Execution: 11/6/96

By *Stewart E. Quichee*  
(Title) Sr. Vice President  
Date of Execution: 2/16/96

By *Russell Q. Jones*  
(Title) Staff Director E/E-MA/RE  
Date of Execution: 12/5/96

**INTERCOMPANY OPERATING PROCEDURE #19  
UNITIL DISTRIBUTION COMPANIES  
AND  
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY**

**EXCHANGE OF NOTICE PROCEDURE**

**EFFECTIVE DATE : June 1, 2001**  
(Revises IOP #19 dated November 1, 1996)

1. The party requesting the work to be performed or requesting Joint Ownership shall initiate the attached revised Exchange of Notice. Form 605A.
2. In the case where the work is a mutual need to both parties (i.e. road job) the Exchange of Notice shall be initiated by the custodian of the specified maintenance area.
3. The party initiating the work will issue to the other party the Exchange of Notice and two copies of the same for the proposed work. Before the Exchange of Notice is written, contact must be made between representatives of each company to discuss the proposed work. This can be done by a telephone call or a joint field survey. The receiving party will verify the Exchange of Notice regarding the proposed work.
4. The receiving party, upon verification that the proposed work depicted on the Exchange of Notice is necessary, will return the notice signed within 30 days for the following type of work (items are as they appear on the Exchange of Notice form 605A included as Attachment A of this IOP)

**Item    Nature of Notice or Request**

1. Application of purchase/sell interest in solely owned poles/anchors.
  2. Application to sell interest in jointly owned poles/anchors.
  3. Notice of intent to place new poles.
  4. Notice of need to replace jointly owned poles/anchors.
  5. Notice of need to relocate jointly owned poles/anchors.
  6. Notice of intent to abandon poles/anchors.
  7. Notice of increase or change voltage.
  8. Notice of non-standard conditions.
  9. Notice to custodian of pole in need of replacement.
  10. Request to transfer.
  11. Other
  12. Future
5. The receiving party upon completion of the work covered by items 8 and 9 above will return the notice signed.



EXCHANGE OF NOTICE PROCEDURE

6. Response on the Exchange of Notice will be made to the originating party in accordance with items 4 and 5 above. The following conditions will apply:
- A) If the receiving party is in agreement with the notice, the original will be signed and returned to the originating party.
  - B) If the notice is unacceptable to the receiving party, corrections shall be discussed between the representatives of the companies. The original and the revised copy should be returned to the originating party within 30 days.
  - C) If the originating party agrees to corrections made on the notice by the receiving party, the engineer will initial such changes or reissue the Exchange of Notice, whichever is appropriate. At all times, agree or not, the Exchange of Notice must be signed and returned, within 30 days or when the work has been completed.
  - D) If the receiving party requests changes in the Exchange of Notice which are unacceptable to the originating party, the Engineers for both companies will coordinate to resolve the problem.
7. With the issuance of various Intercompany Operating Procedures between the two companies, the Exchange of Notice form 605A that is exchanged by the two companies, takes on added significance and is, in effect, a legal document indicating agreements reached between representatives of the two companies.
- A) The form 605A shall be signed in the upper section by an authorized representative of the initiating company and shall be signed in the lower section by an authorized representative of the other company. Typed or stamped names are not acceptable.
  - B) When changes are made in, or notes are added to an Exchange of Notice form, the individual making such changes or notes shall initial and date them and return the revised form to the other company..

APPROVED:

Verizon New England Inc

BY: Roland W. H.TITLE: Director-Outside Plant  
EngineeringDATE: June 4, 2001

APPROVED:

Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light ComapnyBY: Glenn D. GpeterTITLE: Vice President, Operations SystemsDATE: May 15, 2001

See Attached 605A (2-98) Forms to be used for Joint Ownership – Exchange of Notice



# Joint Ownership - Exchange of Notice

60:  
2-

(Name of Company)		Location		Tel Notice #	
For CO. Rep.		Date		Tel Order #	
From: (Name of Company)		Location		Elec Notice #	
<b>VERIZON NEW ENGLAND INC</b>					
By CO. Rep.		Municipality		Elec Order #	
Schedule				Maintenance Area	
				TEL	ELEC
V	Item	Nature of Notice Or Request	V	Item	Nature of Notice Or Request
	1	Initial Interest		7	Notice To Install/Replace JO Anchor
	2	Remaining Interest		8	Notice Of Non-Standard Conditions
	3	Notice Of Intent to Erect New Poles		9	Notice To Custodian Of Pole In Need Of Replacement
	4	Notice Of Intent to Replace JO Poles		10	Request To Transfer
	5	Notice Of Intent To Relocate JO Poles		11	Pole Reinforcement
	6	Notice Of Intent To Abandon Poles		12	Other As Detailed
Give Location And Description Of Item(s) Checked					
Exchange		Exchange Code		Tel Route # / Street	
				Elec Ln Name / Street	

Sketch / Instructions

Village		Prepared By		
Agreed By		Date	Company	VERIZON NEW ENGLAND INC

Reverse Side

Tel Notice #	Elec Notice #
Tel Order #	Elec Order #

[illegible]

(Name of Company)		Location		Tel Notice #	
VERIZON NEW ENGLAND INC					
For CO. Rep.		Date		Tel Order #	
From: (Name of Company)		Location		Elec Notice #	
By CO. Rep.		Municipality		Elec Order #	
Schedule				Maintenance Area	
				TEL	ELEC
V	Item	Nature of Notice Or Request	V	Item	Nature of Notice Or Request
	1	Initial Interest		7	Notice To Install/Replace JO Anchor
	2	Remaining Interest		8	Notice Of Non-Standard Conditions
	3	Notice Of Intent to Erect New Poles		9	Notice To Custodian Of Pole In Need Of Replacement
	4	Notice Of Intent to Replace JO Poles		10	Request To Transfer
	5	Notice Of Intent To Relocate JO Poles		11	Pole Reinforcement
	6	Notice Of Intent To Abandon Poles		12	Other As Detailed
Give Location And Description Of Item(s) Checked					
Exchange		Exchange Code	Tel Route # / Street		Elec Ln Name / Street

Sketch / Instructions

Agreed By		Prepared By		
Agreed By		Date	Company	
Agreed By		Date	Company	VERIZON NEW ENGLAND INC

Tel Notice #	Elec Notice #
Tel Order #	Elec Order #

[illegible]

## INTERCOMPANY OPERATING PROCEDURE #20

Unitil Distribution Companies

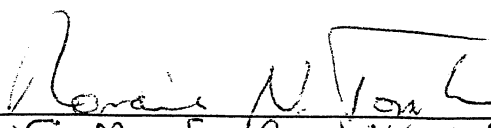
and


NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

BURIED CABLE SIGNSEFFECTIVE DATE November 1, 1996

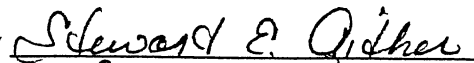
1. Each Company grants permission to the other Company to install buried cable signs on poles that are solely owned by the Company having aerial construction. These signs can be installed under the following provisions.
  - A. Metal signs shall not be installed higher than three (3') feet above ground line and shall conform to the contour of the pole.
  - B. Plastic signs shall not be installed higher than five feet (5') on the pole.
  - C. When poles on which there are buried cable signs are replaced, the pole owner shall notify the owner of the sign that the pole has been replaced.
  - D. The attachment of these signs is to be permitted without billing between companies.
2. When both companies have aerial construction and the poles are jointly owned, and buried construction is also present, buried cable signs can be placed on the poles as outlined in 1.A. and 1.B. above.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

By   
(Title) Gen Mgr Eng+Const. NYNEX North  
Date of Execution: 11/6/96

By   
(Title) Staff Director EK-MA/RI  
Date of Execution: 12/5/96

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By   
(Title) Sr. Vice President  
Date of Execution: 9/16/96

## INTERCOMPANY OPERATING PROCEDURE #21

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

FLAT RATE BILLINGEFFECTIVE DATE: April 1, 2003

1. This procedure provides for establishing Flat Rates for Reciprocal intercompany billing, between the Joint Owners. These rates may be reviewed annually or less frequently, as required, at the request of one of the Joint Owners.
2. Definition of Terms:
  - A. Full Flat Rate            The average of both Joint Owners' total costs associated with pole and anchor work.
  - B. Flat Rate                Flat Rate is the equal to 50% of the Full Flat Rate.
3. In order to establish standardized costs, a Flat Rate Reciprocal billing amount of \$575.00 per pole, which includes removal cost, will take effect on the effective date of this I.O.P. and will be applied to all poles placed on or after that date, regardless of size.
4. In the event that additional height beyond a standard pole is to be for the exclusive use of one Joint Owner, that Joint Owner will be billed an additional \$125.00 for each 5 foot increment that will be exclusively used by that Joint Owner. When these poles are replaced thereafter for any reason, use of space will be re-evaluated and billing will be based on the agreed upon allocation of space.
5. When an anchor is set by one Joint Owner solely for the benefit and exclusive use of the other Joint Owner, the company setting the anchor shall bill the other at the Full Flat Rate of \$230.00 per anchor.
6. Upon mutual agreement of the Joint Owners, in the event that the non-maintaining company removes a pole, the removing party will bill the joint owner the Full Flat Rate of \$335.00.
7. These rates will apply to new installations and replacements. There will be no billing associated with plant sacrifice, transfers or straight removal.
8. When one company desires to purchase interest in an existing non-joint pole, the following billing procedure will apply:
  - A. For poles 20 or less years old, billing will be at the current Flat Rate Reciprocal billing amount for a new pole regardless of size.
  - B. For poles more than 20 years old, no billing will occur.



9. A. When a co-owner requests the pole be Topped, the Topping will be billed at the current flat rate of \$45.00 noted on the Exchange of Notice 605A.
- B. Any pole topping not requested on the original Exchange of Notice Form 605A that is subsequently requested by the joint owner, and requires an additional trip, will be billed at the Full Flat Rate of \$90.00
10. No extra charges are to be made for hand digging, blasting, sidewalk repairs or straightening of poles in connection with any of the above work on poles and anchors.
11. Fiberglass pole top pins will be billed at the Full Flat Rate of \$258.00. This type of construction would only be used in special cases.
12. Trenching will be billed at actual cost.

For billable items other than those included above, billing will be done on an actual cost basis.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a VERIZON-NEW ENGLAND INC.

By: [Signature]  
(Title): Director of Outside Plt. Eng, -Mass.  
Date: 3-14-03  
By: [Signature]  
(Title): Director of Outside Plt. Eng, -MeNHVtRI  
Date: 3-10-03

UNITIL DISTRIBUTION COMPANIES

Unitil Energy Systems, Inc.  
Fitchburg Gas and Electric Light Company

By: [Signature]  
(Title): DIRECTOR, OPERATIONS SERVICES  
Date: 14 FEB 03

## INTERCOMPANY OPERATING PROCEDURE #22

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

POLE ACCIDENT AND OTHER THIRD PARTY POLE BILLINGSEFFECTIVE DATE November 1, 1996

The purpose of this procedure is to establish a common method to be used by each Company for billing for pole accidents and other third party work.

1. Normally the maintaining Company will replace the damaged pole, remove the old pole and transfer its own attachments. There may be instances when the non-maintaining Company will either replace the damaged pole, remove the old pole or perform both operations.

## A. POLE ACCIDENTS

- (1) When joint poles are damaged by the actions of a third party, the pole custodian will, (a) determine if the pole needs replacement and (b) replace the pole if necessary. The pole custodian should recover full pole replacement costs including removals (labor, equipment and materials) from the party causing the pole damage. There will be no pole billing to the joint owner. Each owner should bill the third party for their transfer costs.
- (2) If the bill is uncollectible from the third party, the joint owner will be billed by the Company doing the work in accordance with the current flat rate cost.

## B. REIMBURSABLE HIGHWAY PROJECTS

- (1) The pole custodian will replace the necessary poles, with no billing to the joint owner. All billing to the Federal, State or Municipal Agencies by the company will be based on statutory requirements.
- (2) The non custodian will bill the governmental body for the full cost of transferring it attachments.

## C. CITY / TOWN ORDERED RELOCATION PROJECTS

In general, city / town ordered relocations are not reimbursable projects, therefore, the pole custodian will replace the necessary poles and bill the joint owner, based upon the current flat rate cost.

## D. POLE RELOCATION REQUESTED BY DEVELOPERS OR PROPERTY OWNER

In the event that a developer or property owner requests pole relocations, whether required by the city / town or not, the developer or property owner will reimburse the pole custodian the full cost (labor, equipment and material) of relocating the pole(s). There will be no pole billing to the join owner. Each owner should bill the developer or property owner for their transfer costs.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

By *Lawrence N. Toul*  
(Title) Gen Mgr Eng+Const-NYNEX North  
Date of Execution: 11/6/96

By *Russell Jones*  
(Title) Staff Director E/C - MA/RE  
Date of Execution: 12/5/96

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By *Stewart E. Oulher*  
(Title) Sr. Vice President  
Date of Execution: 9/16/96

## INTERCOMPANY OPERATING PROCEDURE #23

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

PUSHBRACESEFFECTIVE DATE November 1, 1996

When a jointly-owned pushbrace is required on an energized line, the pole being affected is normally braced in the power company's allocated space. In order to preclude the necessity of having crews from each company work together during installations, the following shall apply:

1. NYNEX shall place all pushbraces on de-energized lines in its custodianship areas.
2. The power company shall place all pushbraces on energized lines except in those instances where the pushbrace is for the sole benefit and installed in the assigned space of NYNEX.
3. Whenever it is necessary to place a pushbrace in one of NYNEX's custodianship areas, the power company via established Exchange of Notice Procedures, shall be requested to install it.
4. When this work has been completed, the power company shall bill NYNEX the current flat rate cost for such an installation (new pole costs).

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By *Russell Jones*  
(Title) Gen Mgr Eng + Const - NYNEX North  
Date of Execution: 11/6/96

By *Stewart E. Ordhe*  
(Title) Sr. Vice President  
Date of Execution: 9/16/96

By *Russell Jones*  
(Title) Staff Director EC - MA/RF  
Date of Execution: 12/5/96

## INTERCOMPANY OPERATING PROCEDURE #24

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

MONTHLY NET BILLING PROCEDUREEFFECTIVE DATE November 1, 1996

This Intercompany Operating Procedure sets forth the method to be followed in processing intercompany billing between NYNEX and the power company on a monthly net billing basis.

## 1. DEFINITIONS

- A. Net Billing - for the purposes of the Intercompany Operating Procedure, the term "net billing" shall describe the accounting procedure by which the charges rendered by the two companies are computed, adjusted, totaled and compared each month. The company owing the greater total gross charges each month will pay to the other company the net difference only.
- B. District - the term district as used herein shall mean the District of NYNEX and the Operating Department of the power company.

## 2. MONTHLY NET BILLING PROCEDURE

- A. Negotiations prior to the determination of a net bill are carried out by use of:
  - (1) Form 605A, Joint Line Exchange of Notice and Memorandum.
  - (2) Form 1045-M, Monthly Summary of Intercompany Billing and Memorandum.
  - (3) Form 3037, Billing Adjustment Claim and Memorandum.
- B. As per the agreement between the companies, the monthly billing arrangement provides for assimilating all charges accumulated by both companies into one (1) net bill for each month, covering the entire territory served jointly by both companies. The net billing procedure requires the accumulation of all charges rendered by both companies each month into one (1) Statement of Charges (Form 1045-M) for each district. It does not require payments by either company for small individual undertakings until receipt of monthly bill. The monthly net bill will be rendered by the creditor company to the debtor

## 3. PROCESSING OF FORM 1045-M

- A. In accordance with the provisions of the Joint Agreement, the company performing the work shall by the third (3) working day of the subsequent month render to the other company, as a package, an original and duplicate itemized statement of charges

- B. By the eighteenth (18) day of the month, all entries on Form 1045-M shall have been verified with the executed copies of previously rendered Joint Line Exchange of Notice and Memorandum, and by mutual agreement, discrepancies shall be adjusted or deleted on all copies of Form 1045-M. Deletions and/or adjustments will be documented by completing Form 3037, Billing Adjustment Claim and Memorandum. Deleted items will be resubmitted and included in the net billing in the second month following the month in which they were submitted.
- C. By the twenty fifth (25) day of the month, the approved original Form(s) 1045-M, and Form(s) 3037, shall be returned to the company submitting the charges. The duplicate copies of Forms 1045-M and 3037 shall be retained by the company receiving the charges.
- D. After billing and details have been determined and certified as correct, they will be final.

#### 4. SETTLEMENT OF DISPUTED BILLS


- A. Deleted an/or adjusted items which cannot be settled in accordance with Section 3, Part B, of the Intercompany Operating Procedure shall be resolved by strict compliance with the Intercompany Operating Procedure(s). Resolution of disputed items shall be made by the second month following the month in which the dispute arose.
- B. Disputed items that cannot be resolved as herein stated shall be referred to the power company representative and the NYNEX Staff Manager for final and binding resolution.

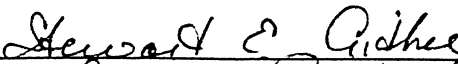
#### 5. FINAL NET BILL


- A. Upon completion of the process set forth in Section 3, Parts B and C for intercompany net billing, the designated supervisor or corporate coordinator for each company, on reaching agreement will, by the 28th of the month in which the itemized statement of charges is submitted, make arrangements for the debtor company to render payment to the other company.

NEW ENGLAND TELEPHONE  
AND TELEGRAPH COMPANY  
d/b/a NYNEX

Unitil Distribution Companies  
Concord Electric Company  
Exeter & Hampton Electric Company  
Fitchburg Gas and Electric Light Company

By   
(Title) Gen Mgr Engt Const NYNEX North  
Date of Execution: 11/6/96

By   
(Title) Vice President  
Date of Execution: 2/16/96

By   
(Title) Staff Director Ek-ma/r1  
Date of Execution: 12/5/96

**PREPARIN, THE 1045M**  
MONTHLY SUMMARY OF INTER-COMPANY BILLING AND MEMORANDUM

1	ESTIMATE OR WORK ORDER	TELCO WORK ORDER NUMBER
2	WORK CODE	NATURE OF WORK CODES I.E., A=INSTALL MUTUAL HEIGHT ROUTE AND POLE NUMBER
3	TELCO POLE NUMBER ----- POWER CO POLE NUMBER	
4	MUNICIPALITY AND STREET	THIS CAN BE WRITTEN ACROSS ALL COLUMNS; I.E., WATERTON 6224-1 SMITH STREET
5	PRIVATE PROPERTY Y/N	PRIVATE PROPERTY TO BE ENTERED FOR TAX PURPOSES
6	% OWN	% OF POLE OWNED BY NYNEX
7		OF POLE - I.E., 35'3
8	WOOD TREATMENT	OF POLE - I.E., SPC, SPP
9	YEAR	YEAR POLE SET OR REMOVED
10	ANCHOR SIZE	SIZE OF ANCHOR - I.E., 1", 2", ETC.
11	TAX	FROM POWER COMPANY ONLY - NO TAX FROM NYNEX TO POWER CO.
12	EXCHANGE OF NOTICE	MEMO # FROM LOG IN DISTRICT
13	PLACING OR SALE OF INTEREST	ENTER \$ AMOUNT FROM I.O.P.
14	REMOVAL COST	ENTER \$ AMOUNT FROM I.O.P.
15	EXCESS HEIGHT	ENTER \$ AMOUNT FROM I.O.P.
16	CREDIT	ANY CREDIT DUE - I.E., SALV.
17	FIELD CODE	NYNEX FIELD CODE - I.E., 1C, 1X, 1M
18	NATURE OF WORK CODE	WORK CODES TO BE USED IN CODE COLUMN (#2) ON 1045M
19	TO	COMPANY THE 1045M IS BEING SENT TO
20	FROM	COMPANY SENDING THE 1045M
21	MONTH/YEAR	DATE BILL SENT
22	MONTHLY WORK ORDER #	NO LONGER NEEDED OR USED
23	DISTRICT	RESPONSIBILITY CODE OF DISTRICT (NYNEX ONLY)
24	TOTAL TAX	TOTAL TAX \$
25	TOTAL PLACING OR SALE OF INTEREST	TOTAL \$ AMOUNT
26	TOTAL REMOVAL COST	TOTAL \$ AMOUNT
27	TOTAL EXCESS HEIGHT	TOTAL \$ AMOUNT
28	TOTAL CREDIT	TOTAL \$ AMOUNT

2.	APPROVED FOR POWER CO.	SIGNATURES REQUIRED OF POWER CO.
30	DATE	DATE OF APPROVAL SIGNATURE
31	APPROVED FOR NYNEX	SIGNATURE OF NYNEX EMPLOYEE
32	DATE	DATE OF APPROVAL SIGNATURE
33	TOTAL THIS SHEET	\$ AMOUNT OF TOTAL COLUMNS ON THIS SHEET



## 1045M

(18)

- |       |    |
|-------|----|
| TO:   | 19 |
| FROM: | 20 |

MINYR	MONTHLY WORK ORD NO.
21	22
DISTRICT	
23	

[illegible]

APPROVED FOR POWER COMPANY	DATE	APPROVED FOR TELEPHONE COMPANY	DATE	\$ TOTAL THIS SHEET
28	30	31	32	33